DOCUMENT RESUME

ED 126 770 HE 007 439

TITLE [1975-1976 Contract Saginaw Valley State College Faculty Association (SVSCFA) and Saginaw Valley State College (SVSC)]
INSTITUTION Saginaw Valley Coll., University Center, Mich.
PUB DATE [75]
NOTE 67p.

EDRS PRICE MF-$0.83 HC-$3.50 Plus Postage.
DESCRIPTORS Academic Standards; Administrative Organization; *Administrative Policy; Ancillary Services; *College Faculty; Departments; *Grievance Procedures; *Higher Education; *Personnel Policy; *State Colleges
IDENTIFIERS *Faculty Handbooks; Saginaw Valley State College

ABSTRACT

The 1975-76 contract between Saginaw Valley State College and Saginaw Valley State College Faculty Association presents agreements including: (1) consultation; (2) faculty rights; (3) academic conditions; (4) committees; (5) personnel files; (6) faculty; (7) department organization and duties; (8) grievance procedures; (9) management rights; (10) fringe benefits; and (11) salaries. (KE)

****
* Documents acquired by ERIC include many informal unpublished *
* materials not available from other sources. ERIC makes every effort *
* to obtain the best copy available. Nevertheless, items of marginal *
* reproducibility are often encountered and this affects the quality *
* of the microfiche and hardcopy reproductions ERIC makes available *
* via the ERIC Document Reproduction Service (EDRS). EDRS is not *
* responsible for the quality of the original document. Reproductions *
* supplied by EDRS are the best that can be made from the original. *
****

ED126770

1975-1976

CONTRACT

SVSCFA - SVSC

HE 007 439

U.S. DEPARTMENT OF HEALTH, EDUCATION & WELFARE
NATIONAL INSTITUTE OF EDUCATION

THIS DOCUMENT HAS BEEN REPRODUCED EXACTLY AS RECEIVED FROM THE PERSON OR ORGANIZATION ORIGINATING IT. POINTS OF VIEW OR OPINIONS STATED DO NOT NECESSARILY REPRESENT OFFICIAL NATIONAL INSTITUTE OF EDUCATION POSITION OR POLICY

TABLE OF CONTENTS

TOPIC	PAGE
Preamble	1
Article A--Recognition	2
1. Board Recognition	2
2. Sole Agent	2
3. Supersedes	2
4. Changes in Current Policies	2
5. Contrary to Law	2
6. Effect By Passage of Law	2
7. Amendment	2
8. Personal Rights Protected	2
9. Effect on Individual Contracts	3
10. Distributions of Communications	3
11. Access to Information	3
12. Copies of Agreement	3
13. Reclassification of Full-Time Staff	3
14. Membership Dues	3
15. Release Time For Faculty Association President	3
Article B--Consultation	4
1. Board Consultation	4
2. Presidential Consultation	4
3. Agenda Presidential Consultation	4
4. Dean Consultation	4
5. Agenda Deans Consultation	4
6. Non Prohibitive	4
Article C--Association Rights	5
1. Rights of Faculty in Association	5
2. Association Business	5
3. Equal Application	5
4. Official Association Representative at Board	5
5. Information	5
6. Facilities	6
7. Presence of Association Representative	6
Article D--Academic Conditions	7
1. The Academic Year	7
2. The Academic Week	7
3. The Academic Day	7
4. Teaching Load and Requirements	7
5. Spring-Summer Credit Hour Assignments	8
6. Short Term Courses	8
7. New Program and Course Development	8
8. Professional Improvement	8
9. Textbooks and other Teaching Materials	9
10. Department Meetings	9
11. Orientation	10
12. Faculty Voting Rights	10
13. All Committees	10
14. Sponsorship of Student Activities	10
15. Administrative Teaching	10

16. Part-Time Teaching..... 10
17. Registration Period Faculty Meetings. 10
18. Right to Outside Employment..... 10
19. Temporary Full-Time Faculty..... 10
20. Academic Freedom..... 11
21. Transcribing Equipment..... 11
22. Bookstore..... 11
23. Laboratories..... 11
24. Faculty Facilities..... 11
25. Teaching Assistants..... 11
26. Contract Assignments..... 12
a. Contract for two semesters..... 12
b. Additional Contracts..... 13
27. Office Hours and Student Advising..... 15
28. Attendance at Institution Functions..... 15
29. Team Courses..... 15
30. Independent Study..... 15
31. Grant Funds and Research Leaves..... 16
A. Grant Obtained by Faculty Members..... 16
B. Grant Obtained by the Institution..... 16
C. Research Leaves..... 17
32. Initial Appointment..... 17
33. Vacancies..... 17
34. Transfers..... 17
35. Performance of Administrative Work..... 17
36. Off Campus Teaching..... 18
37. Learning Contracts..... 18
Article E--Services, Materials and Guarantees..... 19
1. Absence from Assault..... 19
2. Reporting Assault..... 19
3. Parking..... 19
4. Faculty Passes..... 19
5. Legislative Action..... 19
6. Identification Cards..... 19
7. Required Examinations..... 19
8. Keys..... 19
9. Temperature and Noise..... 20
10. Faculty Trip..... 20
11. Faculty Secretaries..... 20
12. Dependent Tuition Waver..... 20
13. Message Center..... 20
14. Classrooms and Equipment..... 21
15. Bank Deposit..... 21
16. Academic Regalia..... 21
Article F--Committees..... 22
1. Professional Practices Committee..... 22
2. Curriculum Committee..... 22
3. Institutional Development Committee..... 23
4. Additional Committees..... 23
5. Administrative Personnel Attendance at Meetings of the Bargaining Unit..... 23
Article G--Personnel Files..... 24
1. Personnel Files..... 24
2. Employment Contracts..... 24
3. Personnel Files: Contents..... 24
4. Personnel Files: Administrative..... 24
5. Personnel Files: Access..... 25

Article H--Faculty..... 26
1. Criteria for Evaluation of Teaching Performance.... 26
2. Contract Procedures: Issuance, Tenure and Termination..... 28
2.1 New Appointees..... 28
2.2 Probationary Contracts..... 28
2.3 Evaluation of Performance..... 28
2.4 Composition of the Evaluation Team..... 29
2.5 Subject of the Evaluation..... 29
2.6 Meeting of Team..... 29
2.7 Methods and Schedule..... 29
2.8 Written Reports..... 29
2.9 Right to Answer..... 30
2.10 Inadequacy..... 30
2.11 Correction Plan..... 30
2.12 Reassignment..... 30
2.13 Review Meeting..... 30
2.14 New Evaluation..... 30
2.15 Adjustment of Dates..... 31
2.16 Dismissal..... 31
2.17 Professional Practices Committee Review..... 31
2.18 Informing the Charged Member..... 31
2.19 Reports..... 32
2.20 Institution Cooperation..... 32
2.21 Grievance Procedure..... 32
2.22 Lack of Department..... 32
2.23 Tenure..... 33
2.24 Termination..... 33
2.25 Notice..... 33
2.26 Other Discipline..... 34
2.27 Layoffs..... 34
3.00 Experience Rankings..... 34
Article I--Department Organization and Duties..... 36
1. Election of Chairperson..... 36
2. Activities..... 36
3. Responsibilities..... 36
4. Disagreements Between Department and Dean..... 36
5. Coordination of Activities of the Department..... 36
6. Department Chairperson Duties..... 36
7. Information for Budget..... 36
8. Compensation for Department Chairperson..... 36
9. Establishment of Department..... 37
10. Appointment of Department Chairperson..... 37
11. Department Budgets..... 37
12. Budgeting of Teaching Aids..... 37
Article J--Grievance Procedure..... 38
A. Informal Complaints..... 38
B. Grievance..... 38
C. Presenting a Formal Grievance..... 38
D. Miscellaneous Provisions..... 42
1. Manner of Presenting..... 42
2. Time Limits..... 42
3. Calendar Days Only..... 42

4. No Reprisals..... 42
5. Grievance File..... 42
6. Availability of Information..... 42
7. In Accord With the Contract..... 42
8. Withdrawal of Grievance..... 43
Article K--Management Rights..... 43
Article L--Fringe Benefits..... 43
1. Collective Life Insurance..... 43
2. Disability Insurance..... 43
3. Health Insurance..... 43
4. Retirement..... 44
A. Participation..... 44
B. Retirement Age..... 44
C. Contributions..... 44
D. Contracts..... 45
E. Repurchase..... 45
F. Amendment..... 46
G. Policy for Requirements for Entry Into Retirement Program..... 46
5. Sick Leave..... 47
A. Grant of Sick Leave Units..... 47
B. Use of Sick-Leave Units..... 47
C. Records and Reports..... 48
6. Definitions..... 48
7. Fringe Benefits..... 49
8. Personal Leave Days..... 49
9. Sabbaticals..... 49
10. Leave of Absence..... 50
11. Jury Duty..... 50
12. Fringe Benefit Base..... 50
13. Privilege of Faculty to Buy Benefits..... 51
14. Salary Placement On Return..... 51
15. Leave Extension..... 51
16. Beneficiary Rights..... 51
17. State Automobile Insurance..... 51
18. Substitute Pay..... 51
Article M--Salaries..... 52
A. Across the Board..... 52
B. Equity Raises..... 52
C. Doctorate Raises..... 52
D. Professional Services Review Committee..... 52
E. Limited Merit Pool..... 53
Article N--Term of Agreement..... 54
Memorandum of Understanding I..... 55
Appendix I..... 56

CONTRACT

Between Saginaw Valley State College and
Saginaw Valley State College Faculty Association
1975-76

Preamble

This agreement, entered into this _____ day of _____, 19____, is between the Board of Control of Saginaw Valley State College, hereinafter called the Board and the Saginaw Valley State College Faculty Association, hereinafter called the Association.

Whereas, the Board and the Association recognize and agree that providing quality education and maintaining high standards of academic excellence for the students in all facets of the Saginaw Valley State College program are mutual goals dependent in a large part upon the quality and morale of the professional staff, and

Whereas, the Board has an obligation, (pursuant to the PA 379) to negotiate with the Association as the duly recognized representative of the Saginaw Valley State College faculty, defined as:

(a) All regular, full-time, full-salaried (8, 10 or 12 months) Saginaw Valley State College faculty who hold faculty rank;

(b) All regular, full-time, full-salaried (8, 10 or 12 months) department and division chairmen;

(c) Regular part-time faculty who hold faculty rank carrying at least two-thirds teaching load;

but, excluding graduate assistants, coordinators, visiting faculty, lecturers, directors, managers, adjunct professors, supervisors, confidential employees (as the term is used in labor relations), administrators, deans, assistant deans, vice presidents, vice provosts, the provost, the president, students, professional librarians, student counselors, and persons doing research exclusively, with respect to salary, hours, terms and conditions of employment and,

Whereas, the Board and the Association have reached agreements which are confirmed in this contract,

Now, therefore, it is agreed as follows:

ARTICLE A - RECOGNITION

1. BOARD RECOGNITION. The Board hereby recognizes the Association as the sole and exclusive negotiating representative for all Saginaw Valley State College faculty members specifically described above, all of whom are collectively designated as the "bargaining unit". The term "faculty", when used hereinafter in this agreement, shall refer to all members of the designated bargaining unit, and reference shall include both male and female faculty members.

2. SOLE AGENT. The Board agrees not to negotiate concerning wages, hours or terms or conditions of employment with any faculty member individually, or with any faculty organization other than the Association for the duration for this agreement. The salaries, hours, terms, and conditions of employment set forth in this agreement will not be changed without negotiation with the Association.

3. SUPERSEDES. This agreement constitutes the negotiated agreement of the Board and the Association and supersedes any previous rules, regulations, or policies which may have been in effect relative to the subjects specifically covered in this agreement.

4. CHANGES IN CURRENT POLICIES. The Board agrees to effect any changes in current Board policies or by-laws which are in conflict with the specific terms of this agreement and in the event of any inconsistence or conflict of Board policies or by-laws the provisions of this agreement shall apply.

5. CONTRARY TO LAW. If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications of this agreement shall continue in full force and effect.

6. EFFECT BY PASSAGE OF LAW. Any provision of this contract which is contrary to law, but becomes legal during the life of this contract, shall take immediate effect upon the enactment of such legislation.

7. AMENDMENT. Should a mutually acceptable amendment to this agreement be negotiated by the parties it shall be reduced to writing, and submitted to appropriate ratification procedures of the Board and the Association. At such time as it has been ratified by both the Board and the Association, it shall become a part to the agreement.

8. PERSONAL RIGHTS PROTECTED. Nothing contained herein shall be construed to deny or restrict to any Saginaw Valley State College faculty member rights he or she may have under laws of the State of Michigan or other applicable regulations, unless such rights are specifically waived herein. The rights granted to faculty hereunder shall be deemed to be in addition to those provided elsewhere.

9. EFFECT ON INDIVIDUAL CONTRACTS. Any individual contract between the institution and an individual faculty member heretofore or hereinafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

10. DISTRIBUTIONS OF COMMUNICATIONS. Copies of all communications related to salary, hours, and terms and conditions of employment of the bargaining unit distributed generally to members of the faculty by the Institution, or a school or college within the Institution, shall be supplied to the Association at the same time.

11. ACCESS TO INFORMATION. The Board shall make available to the Association upon reasonable request and within a reasonable time thereafter, such statistics and financial information as are necessary for negotiation and implementation of this agreement.

12. COPIES OF AGREEMENT. Two-hundred copies of this agreement shall be printed at a reasonable cost through the college's printing office. The Faculty Association will assume the responsibility of retyping the final contract while the college will assume the expense of printing. The 200 copies will be divided equally between the Association and the Board, after each faculty member has received a copy.

13. RECLASSIFICATION OF FULL-TIME STAFF. The reclassification of any faculty position which results in removals from or addition to the bargaining unit shall occur only after a negotiated agreement on the terms of such reclassification has been appropriately ratified as an amendment to this contract.

14. MEMBERSHIP DUES. The College will deduct from the pay of each employee covered by this agreement all current Union membership dues and fees, provided that at the time of such deduction there is in the possession of the College a current written due deduction authorization form executed by the employee. Due deduction authorizations shall remain in effect until revoked by the employee.

The Association agrees to indemnify Saginaw Valley State College and hold Saginaw Valley State College harmless from any and all liability arising to the College by reason of the operation of the above payroll deduction plan provided that such liability is limited to the amount of dues deducted in any given case.

15. RELEASE TIME FOR FACULTY ASSOCIATION PRESIDENT. The president of the Association shall be granted release time at full pay from normal teaching duties equivalent to nine (9) out of 30 credit hours of teaching load during the period, July 1, 1975 to June 30, 1976. The Association president's other rights under this contract will not be altered by this provision. Adjustments in the teaching schedule of the President of the Faculty Association will be made with his/her approval.

ARTICLE B - CONSULTATION

1. BOARD CONSULTATION. As early as is practical, the Board or its designee shall advise the Association of any new or modified major fiscal or budgetary programs, construction programs, or revisions of institutional direction or purpose, which are proposed or under consideration and the Association shall be given opportunity to advise the Board with respect to said matters prior to their adoption and/or general publication.

2. PRESIDENTIAL CONSULTATION. The President or his designee shall meet with representatives of the Association for consultation once each semester for the purpose of discussing legitimate and proper subjects of collective negotiations that may arise during the life of this agreement and to discuss those matters necessary to the implementation of this agreement which are institution-wide in nature. Other College matters may be placed on the agenda and considered at the discretion of the President or the Association.

3. AGENDA PRESIDENTIAL CONSULTATION. A written agenda shall be submitted to the Association no less than five (5) days before the scheduled date of the meeting. Such agenda is to contain all items previously submitted in writing by the Association.

4. DEAN CONSULTATION. The Deans shall meet with representatives of the Association once each semester for the purpose of discussing legitimate and proper subjects of collective negotiations that may arise during the life of this agreement and to discuss those matters necessary to the implementation of this agreement as they affect or relate to a sub-unit of the institution. Other matters may be placed on the agenda and considered at the discretion of the respective Dean.

5. AGENDA DEANS CONSULTATION. A written agenda shall be submitted to the Association no less than five (5) days before the scheduled date of the meeting. Such agenda is to contain all items previously submitted by the Association in writing.

6. NON PROHIBITIVE. Nothing contained herein shall prevent an official Association representative from consulting at the proper level at times other than those set forth above, if matters of an urgent or emergency nature arise within the area of collective negotiations.

ARTICLE C - ASSOCIATION RIGHTS

1. RIGHTS OF FACULTY IN ASSOCIATION. The Board hereby agrees that every professional employee of the bargaining unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective bargaining or negotiation and other concerted activities for mutual aid and protection. As a duly elected body exercising power under color of law of the State of Michigan, the Board members and President of the College undertake and agree they will not directly or indirectly deprive or coerce any faculty member in the employment of any rights conferred by act or laws of Michigan, or the Constitution of Michigan, in the United States; that they will not discriminate against any faculty member with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association, his participation in any activities of the Association or collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this agreement.

2. ASSOCIATION BUSINESS. Duly authorized representatives of the Association shall be permitted to transact official Association business on institution property at all reasonable times, provided that this shall not interfere with or interrupt normal institution operations, faculty member responsibilities, or incur an expense to the College.

3. EQUAL APPLICATION. This agreement shall be applied equally in all cases with respect to wages, hours, terms and conditions of appointment. In no case shall arbitrary, capricious or discriminatory action be taken. It shall be applied without regard to race, creed, religion, color, national origin, age, sex, or marital status.

4. OFFICIAL ASSOCIATION REPRESENTATIVE AT BOARD. An officially designated Association representative or agent shall appear on the agenda of all Board meetings. The Association shall receive notice of such meetings at the same time and in the same manner as given Board members. Copies of the agenda shall be given to the Association at the same time as distributed to Board members.

5. INFORMATION. The Board agrees to make available to the Association all information available to it concerning the professional staffing and financial resources of the institution, including but not limited to: annual financial reports and audits, registry of professional personnel, tentative budgetary requirements and allocations, agenda and minutes of all Board meetings and all attachments thereto at the time of distribution to the Board, the treasurer's reports, names, addresses and position on salary schedule of all professional personnel in the bargaining unit, request budgets to the State of Michigan, the governor's recommended budget to the legislature, the State Senate Appropriation Committee's recommendation to the Legislature, the approved Legislative budget and such information as will assist the Association in contract negotiations or the processing of any grievance or in support of any member against whom a complaint is filed or pending, including a complaint involving a demand for dismissal.

6. FACILITIES. The Association and its representatives shall have the right to meet in rooms at the institution not otherwise in use. The Association shall also be able to rent available office space at the institution at the normal rental rates therefore. The Association will be able to use the institution's Xerox machine by payment of the regular charges for use thereof. The Association shall have the right to post notices of its meetings on the faculty bulletin board or boards. The Association may use the institution's mail service and faculty member mailboxes for distributing notices of meetings and its regular newsletter. The Association will be assigned a mailbox. Neither the Board nor the College administration will consent to the use of College bulletin boards, mailboxes or mail service during the duration of this contract by any organization which is attempting to replace the Association as the collective bargaining representative.

7. PRESENCE OF ASSOCIATION REPRESENTATIVE. A faculty member shall at all times be entitled to have present a representative of the Association when he is being reprimanded, warned, or disciplined for any infraction of rules or delinquency in professional performance. When a request for such representation is made, no action shall be taken with respect to such faculty member until such representative of the Association is present, except in cases of dire emergency to the College, students, or individuals involved. In non-emergency cases, a representative must be available within forty-eight (48) hours or action may proceed.

ARTICLE D - ACADEMIC CONDITIONS

1. THE ACADEMIC YEAR. The academic year shall consist of the period of time July 1 through June 30th of the following year. All dates established during that period including the commencing and closing dates shall be called the academic calendar and are attached as Appendix I to this agreement.

2. THE ACADEMIC WEEK. The academic week for purposes of this agreement will normally be considered to be Monday through Friday.

3. THE ACADEMIC DAY. The academic day shall be those hours of the day between which classes are normally scheduled even though no classes are actually scheduled at any given hour on any given day. There shall, however, be no classes scheduled before 8:00 a.m. or after 10:00 p.m. without the consent of the faculty member involved.

There shall be at least twelve (12) hours scheduled between the end of the last class of the day for any individual faculty member and the beginning of his or her first class of the next day unless prior written consent of the faculty member involved is obtained. Evening classes past 6:00 o'clock p.m. shall be assigned to a faculty member no more than two (2) evenings per week without his prior written consent.

4. TEACHING LOAD AND REQUIREMENTS. Each faculty member will normally have a teaching load of twenty-four (24) credit hours over the basic two (2) semester contract. Three contact hours (such as applied music instruction, science laboratories, and fine arts studios) shall be treated as the equivalent of two credit hours. Four hours per week of general supervision of students and required weekly consultations with non-students in connection with same in field work and clinical settings shall be treated as the equivalent of one credit hour. Any teaching load in excess of the above limit, during the basic two (2) semester contract, shall be compensated for at the rate of $200.00 per credit hour. The preceeding definition of credit hours assumes undergraduate credit hours; three graduate credit hours will be treated as the equivalent of four undergraduate credit hours, both for purposes of teaching load and computation of student credit hour loads.

If at the end of the basic two semester contract the faculty member involved taught over six hundred student credit hours, including overload teaching, if any, the faculty member involved shall receive additional compensation of $100.00; if over seven hundred and twenty student credit hours, $200.00. Faculty credit hours for the teaching load for the basic two-semester Fall/Winter contract and the total number of student credit hours taught by faculty members shall be calculated at the close of the add-drop period during the Fall/Winter terms of each fiscal year. Payment shall be made after the Winter measurement as soon as administra-

tive processing is completed. No overload will be scheduled for any faculty member without his or her consent and advance notification to the Association; no overload in excess of three (3) credit hours will be scheduled without Association consent, in addition to individual faculty member consent.

5. SPRING-SUMMER CREDIT HOUR ASSIGNMENTS. The same limits shall apply in a pro rate manner during summer-spring sessions as apply during the normal semester periods.

6. SHORT TERM COURSES. All short term courses, (less than the regular semester in length, but during the semester period) may be considered as part of the faculty members regular load using the regular formula equated for credit and contact hours.

7. NEW PROGRAM AND COURSE DEVELOPMENT. In the event the institution desires to have a faculty member take the responsibility for developing a new program, and it is contemplated that this responsibility will involve substantial additional work, over and above normal faculty advice and input regarding the institution curriculum, the individual faculty member must first agree in writing to accept such additional work and to the amount of compensation or reduced teaching load, if any, proposed by the institution for such work.

Similarly, if the institution desires to assign a faculty member to develop a totally new course or series of such courses, (with "totally new courses" being defined as a new course which will involve an unusually large degree of self-education and research preparation on the part of the faculty member), the individual faculty member must first agree in writing to accept such additional work and to the amount of compensation or reduced teaching load, if any, proposed by the institution for such work.

In either instance, the Association will first be notified.

8. PROFESSIONAL IMPROVEMENT. Each faculty member will be able to attend at least one professional meeting in each year. However, the faculty member involved shall arrange for coverage of his or her classes by a qualified substitute, or reschedule classes at a time convenient to students, and at no expense to the College. The College will pay the reasonable expenses of attending one such professional meeting up to $200.00 per year per faculty member. It is understood that the conference attended will be related to the faculty member's area of expertise, and will be on the list of professional meetings approved by the College. It is further understood that the said $200.00 will be paid on a reimbursement basis, and will only cover conference registration fees, reasonable travel bills, food and lodging expense. If the $200.00 allocated to each faculty member is not spent by that faculty member on conference expense, the remainder of the said fund may be used for developmental materials in the faculty member's discipline, such as books, cassettes, and film strips or periodicals, or for dues in a recognized professional society related to the faculty members discipline.

Departments may reallocate the above appropriation with the department when one department faculty member's expense is less than $200.00 and another departmental faculty member's expense exceeds $200.00. Such reallocation within a department can be made with an underlying written requirement through the respective dean's office that a reciprocal reallocation will be made in the following year or years.

When the above appropriation will not be used entirely within any one department, the department involved may agree with its dean to reallocate a portion of the above appropriation to another department or departments within the same college as the department involved.

While reallocations mentioned in the preceding two paragraphs may be retroactive, all adjustments must be in writing and submitted to the respective dean by May 1st of the year involved.

The respective faculty member's dean may authorize additional payment of expenses for the above purposes. For such additional expenses a Professional Improvement Pool of $3,000 shall be established and disbursed by the Vice-President for Academic Affairs upon the recommendation of the appropriate Dean and department chairperson, provided that no individual faculty member shall receive more than $500 including both the regular $200 allotment and any additional sum authorized by the Vice-President for Academic Affairs. At the end of the fiscal year 1975-76 any sums allocated in the college budget for Professional Improvement to either individual faculty member or to the Professional Improvement Pool which may be unexpended shall be carried over to the college budget for the fiscal year 1976-77 and added to the Professional Improvement Pool for fiscal 1976-77. Reallocation of the above appropriation and authorization of such additional payment of expenses will be given priority to those on programs and professional conferences and thereafter to those who have foregone attending conferences in the previous year or years pursuant to prearrangement.

9. TEXTBOOKS AND OTHER TEACHING MATERIALS. All textbooks and other teaching materials to be purchased by the student shall be selected by the faculty member except for multiple section courses. In multiple section courses all faculty members who teach the course shall have the responsibility for the selection of the texts to be used. The only limitation on such freedom of selection shall be that the textbooks and materials so selected shall not result in an unreasonable financial burden on the students involved.

10. DEPARTMENT MEETINGS.

1. A schedule for department meetings shall be determined by the department members.

2. Emergency meetings may be called only under procedures established by the department members.

11. ORIENTATION. Any materials which the administration will present at faculty orientation meetings shall be supplied to the Association ten (10) days prior to the commencement of each academic period.

12. FACULTY VOTING RIGHTS. Any full-time faculty members who hold joint appointments in more than one department shall have full voting rights in all departments in which they serve.

13. ALL COMMITTEES. All committees referred to in this agreement are to be selected in accordance with this agreement.

14. SPONSORSHIP OF STUDENT ACTIVITIES. Sponsorship of all student clubs and organizations by a faculty member shall be on a voluntary basis. The Association shall be notified if any payments for such work are to be made by the College.

15. ADMINISTRATIVE TEACHING. Administrative personnel of the institution who wish to develop an opportunity to teach may do so in coordination with the department involved. In no event shall such teaching be for extra compensation when done by academic administrators. In areas where departments have not yet been developed, such teaching will be coordinated with the curriculum committee.

16. PART-TIME TEACHING. The part-time faculty to full-time faculty ratio based on credit hours taught will not exceed the 1971-72 academic year ratio (however, off campus clinical positions in the medical technology and nursing programs, and positions in the noncredit continuing education programs shall not be counted in determining these ratios).

17. REGISTRATION PERIOD FACULTY MEETINGS. General faculty meetings during any registration period shall be scheduled in consultation with the Association.

18. RIGHT TO OUTSIDE EMPLOYMENT. All members of the bargaining unit must obtain their respective dean's permission before performing any work for pay for any entity other than Saginaw Valley State College; provided however, that such consent may not be unreasonably withheld. The faculty member involved shall submit a written request to engage in outside employment to his or her respective dean and the respective dean must answer within seven (7) days or a request will be treated as granted.

19. TEMPORARY FULL-TIME FACULTY. It is recognized that the College may have to hire full-time faculty members on a temporary basis for special limited purposes, such as temporary replacements for regular faculty members or experimental new programs. So long as these special conditions are part of the written understanding reached prior to employment, it is agreed that when the special conditions which brought about the need for such employment cease, the said temporary faculty member's employment may be terminated immediately, without resort to any other provision of this agreement. During such period of employment, however, other terms of this agreement shall apply to such faculty member if such faculty member meets the other tests set forth in the recognition clause of this agreement.

No person may be hired under this provision for an established program for more than one year, nor may any person having served under such a one year temporary full-time contract be continued for additional employment under this provision without prior approval by the Association unless such person is offered a regular full-time contract. Persons hired to implement a new program may be placed on a two year temporary full-time contract upon initial appointment and additional years of such an appointment may be granted with prior approval of the Association.

20. ACADEMIC FREEDOM. The faculty member shall have the freedom to report the truth in his discipline as he sees it in the classroom, in publication, in reports of research activities, and all other professional and academic forums.

21. TRANSCRIBING EQUIPMENT. Upon the showing of a demonstrated need, additional dictating recorders and transcribing equipment will be purchased for faculty use in connection with professional responsibilities at the college.

22. BOOKSTORE. In the event that faculty members need special order books or materials for course background, research or general scholarly work, the College agrees to order same through the bookstore and supply same to the faculty member involved at one hundred and ten percent of the publisher's list price. It is recognized that no such discount shall apply on books and materials held in open stock by the bookstore.

23. LABORATORIES. A central supply of hot water will be available to laboratories in the summer-spring sessions as well as the fall and winter semesters.

24. FACULTY FACILITIES. The Board shall make available one room which shall be reserved for use as a faculty lounge - said lounge to be furnished with tables, chairs, lounge furniture, a refrigerator and a coffee machine. It is recognized that members of the administration will also have access to the lounge. The facilities shall be lockable and a key made available to every faculty member and administration member.

25. TEACHING ASSISTANTS. In order to assure that priorities shall be given to faculty members with the highest student credit hour load in the assignment of teaching and student assistants, faculty teaching loads, as measured by SCH, for the preceding Fall and Winter Semester will govern their distribution. In instances of replacement faculty, the said teaching load for the faculty member being replaced will be used as a guideline. In instances of new faculty, their priority will be lowest until a SCH measure is available. The administration will survey faculty needs for the next academic year prior to the conclusion of winter semester. The survey will contain such notification so as to alert the faculty members that they will be receiving assistance based on student credit hour production and that failure to properly complete their request form at that time will result in their name being dropped to a lower priority position. (The definition of priority for the purposes of this paragraph means both choice and allowance.)

26. CONTRACT ASSIGNMENTS. The College year shall be divided into three (3) semesters, fall, winter and spring-summer, with the latter semester being divided into two parts, the first part preceeding the fall semester and the second following the winter semester.

a. Contract for two semesters - Faculty members will be assigned to teach two (2) semesters in the three (3) semester year; provided that no faculty member will be assigned to the spring-summer semester as one semester in the basic two (2) semester contract, without the involved faculty member's consent. The basic two (2) semester contract will be for thirty-two (32) weeks of teaching and associated duties. Payment for the performance of duties under the basic two (2) semester contract will be spread over twelve (12) months in twenty-six (26) bi-weekly payments; provided that a faculty member must refund any money paid in advance of duties performed under such arrangement if duties under such two (2) semester contract are not performed and provided further that upon completion of all teaching duties full payment of the remaining balance due under said contract will be available to the faculty member upon request.

In addition to the above duties, the faculty member should be available on the campus for those functions which are basic to the organization and orderly completion of each semester as follows:

Academic advising and administering final examinations during the final examination period, if such exams are given. In addition, the College will have the right to require each department to have a representative available during the registration period to answer student questions about that department's courses. Further, faculty members will submit semester grades and grades which replace incompletes by the deadlines published by the registrar. For semester grades, this deadline will be no earlier than 48 hours after the end of the final examination period, and for grades replacing incompletes, no earlier than forty-eight (48) hours after the four week period allowed for students to submit remaining course work.

b. Additional contracts -

(1) The offering of an additional contract beyond the contract for two semesters will follow the following guidelines and procedures:

(a) Emphasis on departments rather than individual faculty members;

(b) Attempt to avoid all-or-none extremes of full or no contracts. The aim is not only to give additional employment to faculty but to increase student credit hour productivity for SVSC. To do this will require cooperative planning and flexibility in the assignment of faculty members in and outside of their usual areas;

(c) Attempt to balance courses scheduled for both Spring and Summer halves of a calendar year.

(d) Course scheduling shall follow the procedure established in Article I, Sections 3 and 4 (p. 35). The Office of the Vice-President for Academic Affairs will provide information about previous enrollments and other data, and shall coordinate the overall plan for the Spring/Summer terms. Expansion of enrollments during the Summer term will require imagination and innovation in the design of programs to attract additional students, i.e., seminars in residence, language or cultural institutes, travel programs, field programs, workshops for teachers, theatre presentations, writing seminars, ethnic or area studies, field work and clinical studies, or some other combination. The aim should be to present not only a solid core of courses useful for SVSC students and for transfer purposes by students from other colleges but a program which will offer unique opportunities.

(e) Additional Criteria

(1) Departmental productivity - average departmental student credit hour production.

(2) Individual student credit hour production - if basic two-semester contract student credit hour production is below 350 student credit hours, no full load Spring or Summer contract will be awarded but a 1/2 load Spring or Summer contract may be awarded.

(3) Student enrollment - A course scheduled for the Spring/Summer term which ends up after registration with seven (7) or less students may be cancelled, but no such class will be cancelled unless all of the same size and smaller classes are also cancelled. If just one (1) of a faculty member's courses is so cancelled, the faculty member involved will be paid on a pro rata basis or may elect not to teach the remaining class if a qualified substitute is available. The possibility also exists (at the option of the College administration) that full-time faculty whose Spring or Summer classes are cancelled because of enrollment of seven (7) or less could displace part-time faculty teaching subjects which the full-time faculty members is also qualified to teach.

(4) In general, the aim should be to offer courses which have a reasonable basis of attracting at least fifteen (15) students or more, especially the courses for both Spring and Summer terms. Maximum total credit hour production consistent with student need in both Spring and Summer terms shall be a goal for both faculty and administration.

(5) One member of the bargaining unit will not receive a full teaching assignment in each of the Spring and Summer semesters of the same calendar year, while another member of the bargaining unit who desires to teach in either the Spring or Summer semester has not received any such additional teaching contract.

(2) Pay for a full teaching load of six (6) credit hours during either the Spring or Summer semester will be at the rate of one-sixth the faculty member's salary for the Fall/Winter contract; payment for a lesser load will be on a pro rata basis on the one-sixth scale. Payment for work performed on Spring/Summer contracts will be in bi-weekly payments over the term of such work, or in a lump sum at the end of such work, at the option of the faculty member involved.

27. OFFICE HOURS AND STUDENT ADVISING. Each member of the faculty will post on his office door hours when he will be available to his students for a discussion of assignments, examinations, advisement and related matters. Each faculty member will be available for a minimum of five hours each week during hours which are reasonably calculated to provide availability to students, four of which will be definite and posted and one of which can be set by appointment. Further, a member of the bargaining unit will not be assigned more than one more student advisee than any other member of the bargaining unit.

28. ATTENDANCE AT INSTITUTION FUNCTIONS. Faculty member attendance at Institution Functions shall be voluntary unless stated as part of regular job duties elsewhere in this contract.

29. TEAM COURSES. For courses with more than one faculty member involved, credit hours will be allocated for purposes of teaching load as follows:

1. The lecturer will be credited with one credit hour of teaching load for each hour per week of lecture.

2. The teacher in a recitation or discussion section will be credited with one credit hour of teaching load for each hour per week spent teaching the said section.

3. The teacher in a laboratory section will be credited with one credit hour of teaching load for each hour spent per week supervising the laboratory.

30. INDEPENDENT STUDY. No independent study will be scheduled without the consent of the faculty member involved and prior notification to the Association. Compensation for directing all kinds of individual study, including tutorials, directed study or research, and credit by examination, will be uniform. Faculty members who produce between zero and three hundred stude nt credit hours (including the independent study) during his or her two semesters of full-time teaching measured immediately after the close of the drop-add period will not receive any compensation for independent study; faculty members who produced at least three

hundred but less than six hundred of such student credit hours will receive five dollars of compensation for each student credit hour of independent study; faculty members who produce six hundred or more student credit hours will receive compensation of ten dollars per student credit hour of independent study. Once the College is able to compute the said student credit hour figure, the said compensation, if any, will be paid upon submission of the final grade and administration processing of same.

The total number of student credit hours taught during the two semesters Fall/Winter of full-time teaching shall be calculated for each faculty member at the end of the add-drop period of the Fall and Winter terms and shall be based on the total student credit hours for the Fall and Winter terms of the fiscal year. Payment for independent study will be made on or before the last payday in February for the Summer half term and the Fall term; on or before the last payday in June for the Winter term; and on or before the last payday in August for the Spring half term.

31. GRANT FUNDS AND RESEARCH LEAVES.

A. Grant Obtained by Faculty Members.

Individual faculty members who desire to apply for outside grant funds shall develop such applications in coordination with the College administration, and the College administration shall have the responsibility for specifying on such applications any financial arrangements or protections necessary for the interests of the College. If such grants are later received, the faculty member who developed the application shall direct the spending of the funds within the guidelines established by the application. No more than 25% of the total amount of any grant award shall be charged to administrative and overhead costs unless a demonstrable need for a higher percentage can be shown to be necessary by the special requirements of the grant itself.

B. Grant Obtained by the Institution.

In the event that the College obtains grant money for the purpose of conducting scholarly work or research (exclusive of any funds allocated to any full-time research personnel employed by the College), it will notify the teaching staff of the availability of such funds, the nature of the work, and the compensation available under said grant. The teaching staff with the required expertise will be given first consideration for research opportunities afforded by the grant. In the event that the College submitted the grant with an individual faculty member designated as the individual to be involved with the research, that faculty member will be given a right of first refusal as to the research opportunity.

C. Research Leaves.

In the event that research funds are available from any source to enable faculty research, the faculty member involved may request to be relieved of the equivalent teaching responsibilities and the College will make every effort to comply with this request. Compensation for full time faculty doing research work on a temporary basis will be negotiated on an individual basis, with Association involvement in such negotiations.

32. INITIAL APPOINTMENT. The rank of appointment, and any credit for years in rank and experience credit in the bargaining unit (being ranks of instructor, assistant professor, associate professor, and professor) shall be established and included in the individual's initial contract of employment and handled as set forth in Articles I 3 and 4 and H 3.

33. VACANCIES. Notice of any professional position vacancy, administrative or faculty, shall be circulated to the members of the faculty at least ten (10) days prior to its general publication. All applicants for such openings shall be notified of the disposition of their application prior to the publication of the name of a successful applicant.

34. TRANSFERS. With the consent of the College administration, a faculty member may transfer from one school or department to another without loss of rights, provided he meets all of the necessary qualifications for the position to which he is transferring. Under no circumstances will any faculty member be transferred to another school or department against his will. When a change in title or function occurs through such a transfer, the faculty member shall retain all rights and benefits and privileges of his previous status.

35. PERFORMANCE OF ADMINISTRATIVE WORK. With the consent of the faculty member, the Institution may appoint a faculty member to hold an administrative position on an acting basis. His title in the administrative position will include the word acting. During the time he or she holds the administrative position while at the same time remaining a full-time teaching member of the Saginaw Valley State College faculty, he or she will remain a member of the bargaining unit and he or she will have the right to the grievance procedure and such other rights and benefits as conferred by this master contract. With the consent of the faculty member involved, the Institution may also appoint the faculty member to a permanent position as an administrator, with a resulting loss of full-time teaching duties. This action will remove the individual involved from the bargaining unit, but if the individual later returns to a position within the bargaining unit he or she shall be considered in terms of seniority and tenure and other rights and benefits due him or her under this contract as having continued in the bargaining unit during the time he or she held the administrative position. In the event that the

bargaining unit member so promoted does not satisfactorily perform the said administrative duties, the individual involved will be returned to teaching duties at Saginaw Valley State College rather than discharged.

36. OFF CAMPUS TEACHING. Off campus teaching may not be included as part of a bargaining unit member's regular teaching load and must be done under a separate written off campus teaching contract. Assignment of off campus teaching will be made by the appropriate dean, subject to the approval of the individual bargaining unit member. The graduate/undergraduate credit hour equivalency ratio of Section D4 shall apply for off campus teaching. Off campus student credit hours shall not be included in productivity measures under this contract. Bargaining unit members involved in off campus teaching shall be paid compensation of Four Hundred and no/100 ($400.00) Dollars per credit hour of off-campus teaching, together with Seventy-Five and no/100 ($75.00) Dollars energy increment per credit hour plus fifteen ($.15) cents per mile of actual distance per round trip between the SVSC campus and the off campus site. If the bargaining unit member involved uses his or her personal car, mileage will be paid pursuant to Article E-10. The actual cost of necessary meals will be paid, to a maximum of Six and no/100 ($6.00) Dollars per meal, provided that meal reimbursement will not be made if the off campus teaching is in Saginaw, Midland or Bay Counties. Members of the bargaining unit will be expected to normally return to their homes after off campus teaching, but if weather or other special conditions make it necessary to secure overnight lodging, the bargaining unit member will be reimbursed actual reasonable cost. Faculty appointments shall be made as described in Article I, pp. 3 and 4.

37. LEARNING CONTRACTS. A learning contract may arise when a student has an opportunity to obtain credit, under a bargaining unit member's supervision, for such off campus experiences as curriculum related employment, public service, or internships. Any learning contract may be entered into only with the specific approval of the bargaining unit member involved, the department chairman, and that bargaining unit member's dean. Six (6) learning contracts (at an average of three (3) student credit hours each) in any one term will constitute the equivalent of one (1) teaching credit hour of bargaining unit work load. No bargaining unit member may engage in more than twelve (12) learning contracts for an average of three (3) student credit hours each in any one term. In the event that Cooperative Education Office authorizes bargaining unit travel to the learning contract off campus site, travel expense will be absorbed by the cooperative education office under the following terms:

A. State cars must be used for travel if available; if unavailable and a bargaining unit member's personal car is used, compensation will be paid under the provisions of Article E10.

B. Perdiem expenses will be limited to actual reasonable disbursements, subject to the limit of Six and no/100 ($6.00) Dollars per meal, provided that meal reimbursement will not be made if the learning contract site is in Saginaw, Midland or Bay Counties.

ARTICLE E - SERVICES, MATERIALS AND GUARANTEES

1. ABSENCE FROM ASSAULT. When absence from work arises out of or from an assault or injury to a faculty member which occurs while and because the faculty member is acting in discharge of his duties, faculty shall not forfeit any sick leave or personal leave.

2. REPORTING ASSAULT. Faculty shall immediately report cases of assault suffered by them in connection with their employment to their department chairperson. Such notification shall be immediately forwarded to the appropriate institution dean, who shall comply with any reasonable request from the faculty member for information in the possession of the administration relating to the incident or the persons involved, and shall act in appropriate ways as liaison between faculty, the police and the courts.

3. PARKING. Faculty members desiring a parking card shall continue to pay $20.00 toward the cost of same. The present situation with regard to "pay" and "free" parking lots shall be maintained. The present faculty and handicapped parking area closest to Wickes Hall shall continue to be reserved for faculty and handicapped persons. Decals will be issued for the use of such area and restricted parking will be enforced. Adjustment of parking spaces will be made according to need. Faculty members will recognize and obey parking regulations and enforcement action taken for the violation of such regulations. Any changes in the rules and regulations of parking suggested to the Board of Control must first be forwarded to the Association for review and appropriate comment. The Board will not act upon suggested changes within ten days of their receipt by the Association.

4. FACULTY PASSES. Faculty members will receive one free Faculty Staff all-sports pass and may purchase additional passes at the lowest available rate. Two passes to concert or lecture series will be provided free of charge to each faculty member.

5. LEGISLATIVE ACTION. The Board and the Association agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this agreement, without prior notification to the other party.

6. IDENTIFICATION CARDS. All faculty members are to be supplied with institutional identification cards within a reasonable time after the effective date of this agreement or after assuming duties at the institution.

7. REQUIRED EXAMINATIONS. Physical examinations required by the Board, or by law in connection with College job activities, shall be paid for by the Board.

8. KEYS. The Board or its stated designee shall be responsible for all keys to office files and all duplicate keys to offices and files and shall make adequate provision for preventing access to duplicate keys by all unauthorized parties. In no event shall a faculty member's files be entered by College administration or staff without the faculty member's consent.

9. TEMPERATURE AND NOISE. If classroom temperatures become so hot or so cold or noise becomes so loud as to preclude the possibility of meaningful academic discourse, the faculty member involved shall first attempt to locate a suitable alternative location for class, and if none is available, the said faculty member may dismiss class.

10. FACULTY TRIP. A faculty trip shall be defined as any educational activity which requires faculty members to leave campus. Any faculty trip must first be approved by the individual faculty member's dean; after such approval is obtained, the institution shall attempt to provide transportation for such field trip and shall pay other expenses, including meals and parking expense, if any, authorized by the dean in connection with the trip.

The faculty member involved may elect to use his own transportation on said faculty trip, and in such case the College will reimburse said faculty member at a rate of fifteen cents per mile if no State car is available and eight cents for personal car if said member chooses not to use State car.

11. FACULTY SECRETARIES. Four full time secretarial employees will be assigned to the faculty to aid with work in connection with job duties and requirements at Saginaw Valley State College during the Fall/Winter semesters; further, a minimum of forty (40) hours per week of assistance during each said semester will be provided to the secretaries.

Two full time secretarial employees will be assigned to the faculty to aid with work in connection with job duties and requirements at Saginaw Valley State College during the Spring/Summer semesters.

The bargaining unit may select one of its members to coordinate the said secretaries' work loads, settle questions of work priority, and communicate with the Administration in the event of problems with the secretarial personnel involved. It will be faculty members responsibility to submit their work as early as possible in order to allow for necessary coordination.

12. DEPENDENT TUITION WAIVER. Faculty dependents (as defined for tax purposes) will be granted entrance for credit to any classes for which they meet entrance requirements, and one-half of the tuition cost will be waived.

13. MESSAGE CENTER. Between 7:30 and 8:00 o'clock a.m. and between 4:30 and 10:30 p.m., the main switchboard will provide message center service, on Monday through Friday. Each department will be provided with a message center service from 8:00 o'clock a.m. to 4:30 p.m., Monday through Friday.

14. CLASSROOMS AND EQUIPMENT. The Board shall provide classroom space and supplies for each faculty member, including:

14.1 Reasonable duplicating services for professional classroom work.

14.2 Storage cabinet space in classrooms for instructional materials and supplies, as required.

14.3 Attendance books, paper, pencils, pens and such other material required in teaching responsibilities.

15. BANK DEPOSIT. During the summer-spring semesters, faculty members may, by executing the proper form to be provided by the Board, have their salary mailed by the institution directly to any local banking institution for the purpose of deposit to the faculty member's account.

16. ACADEMIC REGALIA. Appropriate academic regalia will be provided at the expense of the College for those faculty so desiring it in order to attend College functions requiring the same.

ARTICLE F - COMMITTEES

The following committees will be established within two weeks after the effective date of ratification of the contract:

1. PROFESSIONAL PRACTICES COMMITTEE - The Professional Practices Committee will have four (4) members, no more than two (2) of whom may be from the same college. These four members will be elected by the bargaining unit as a whole. The committee will be chaired by the Vice-President for Academic Affairs who will vote in the case of ties on the committee. This committee will be responsible for reviewing departmental recommendations, and arriving at an overall faculty position on matters referred to it in this agreement, including, but not limited to, the following subjects; Promotion, tenure, evaluation of faculty, disbursement of any research funds available in the school's budget (including any "Forward 71" funds allocated for research in the bargaining unit by the Board), and sabbatical leaves (to the extent money for same is available in the college's budget). If the College administration overrides the position of the Professional Practices Committee on any of the above matters, it shall be a grievable matter proceeding pursuant to Routes 3-B and 4.

2. CURRICULUM COMMITTEE - The Curriculum Committee shall have four members, two appointed by the Association, one appointed by the Vice-President for Academic Affairs, and one student selected by the duly constituted student government. This committee will be chaired by the Vice-President for Academic Affairs, who will be a non-voting member.

The committee will review recommendations as to curriculum, and develop overall recommendations regarding the College calendar and curriculum. Matters submitted after the relevant deadlines established by the Committee may not be accepted.

All matters recommended for approval by the Curriculum Committee shall be sent to bargaining unit for ratification. Each resolution before the bargaining unit must be either approved/rejected, as a whole, or returned to Committee with specific recommendation for alterations. The Committee shall submit its resolutions to the faculty no later than March 1 and such resolutions as are not acted upon by the faculty by March 15 and have been unanimously recommended by the Committee shall be considered ratified. Those matters not so unanimously recommended shall not be considered ratified.

After ratification by the bargaining unit the curriculum recommendations, in writing, shall be submitted to the College administration. Within (14) days after receipt of said recommendations, the College administration will advise the bargaining unit and the committee in writing of their ratification/rejection as a whole of each of the individual resolutions. If a resolution is rejected the reasons for this rejection must be submitted in writing to the bargaining unit and the committee within 14 days.

The College administration's decision in the following areas shall be subject only to Route 3-B and 4 under the grievance procedure: number of courses to be offered in each department and program, the adoption of new programs and the ending of old ones, and the College calendar.

However, if the College administration overrides the recommendations of the Curriculum Committee, as ratified by the bargaining unit, in the following areas: course descriptions, requirements for majors for continuing programs (and for new programs, after full-time faculty have been hired for same), or course requirements for interdisciplinary programs such overriding shall be subject to Route 3A of the grievance procedure.

3. INSTITUTIONAL DEVELOPMENT COMMITTEE - A committee consisting of two members appointed by the Association, two persons appointed by the Board of Control, and two students selected by the duly constituted student government shall also be created and shall aid in planning for the future development of the institution. The function of this committee will be to advise the Board and the institution administration on all matters which may significantly affect faculty internal and external institutional relationship. Such matters will include but not be limited to changes in educational policies and/or procedures not covered by this agreement, remodeling or construction of physical facilities, new or modified fiscal or budgetary factors, long range institutional planning, etc.

4. Both parties hereto agree that they will cooperate in setting up such additional committees as both sides agree would be helpful in operations of the College. If other committees (with committee being defined as any group formed to study a question over a period of time) are formed which will decide on matters concerning wages, hours and working conditions of the bargaining unit, the manner of selecting the representative or representatives of the bargaining unit for these committees will be decided by the Association.

5. Administrative personnel may appear before meetings of the bargaining unit for purposes of presenting their viewpoint, but such personnel will be excluded from the meeting during elections and voting.

ARTICLE G - PERSONNEL FILES

1. PERSONNEL FILES. Each member of the bargaining unit will have on file in his or her deans' office a personnel file. No other file of personnel matters will be maintained by the institution, except as set forth below. The personnel file will originate when a prospective employee makes an application for employment.

2. EMPLOYMENT CONTRACTS. Employment contracts shall contain:

2.1 Effective date of employment.
2.2 Rank at which employed.
2.3 Placement on salary level.
2.4 A list of the field or fields in which the faculty member will be expected to work.
2.5 His primary assignment.
2.6 Any specific duties he will be responsible for in addition to his primary assignment.
2.7 A clause indicating the contract is subject to all terms and conditions of the master agreement.
2.8 Statement regarding tenure and years in rank.

3. PERSONNEL FILES: CONTENTS. After a contract has been issued by the Board to the candidate, the candidate's file will become his official personnel file. At this point or in the future it will contain:

3.1 His signed application form.
3.2 Transcripts supporting his claim to academic work.
3.3 Documents supporting his claim to professional training.
3.4 Letters or records supporting his work experience.
3.5 Copies of all annual contracts.
3.6 All documents relating to the evaluation procedure of said faculty member.
3.7 All documents relating to final resignation or discharge.
3.8 All records, academic assignments and transcripts supporting the faculty member's claim to continued growth after initial appointment.
3.9 Information of a positive nature, indicating special competencies, achievements, scholarly research, academic, professional or other contributions.
3.10 Any statements that the faculty member wishes to have entered in response to or in elaboration of any other item in his file.

4. PERSONNEL FILES: ADMINISTRATION. The Dean of the faculty member's school will be responsible for the safekeeping of all personnel files. Files will not be removed from the safekeeping of the Dean's office.

5. PERSONNEL FILES: ACCESS.

5.1 A faculty member may have access to and review his or her file at all reasonable times. Should a problem be experienced in obtaining the personnel file because of the continued absence of administrative personnel from the respective Dean's office, the file will be made available to the faculty member involved on 24 hours notice to the office of the Vice-President for Academic Affairs. The faculty member may obtain copies of the material in his or her personnel file by paying the expense of providing said copies.

5.2 The Association shall have access to the individual faculty member's personnel file if the examination relates to a filed grievance, a grievance in preparation, a written charge against a unit member, including a demand for dismissal, or verification of data for negotiations.

5.3 It is recognized that the College will maintain a separate file containing letters of reference and academic grades, and that this file shall not be open to the inspection of either the faculty member involved or the Association.

ARTICLE H - FACULTY

1. CRITERIA FOR EVALUATION OF TEACHING PERFORMANCE. The general qualifications for tenure, promotion and appointment for the normal full-time faculty are:

(a) demonstrated ability for teaching, and

(b) terminal degree (with possible substitutions for the terminal degree set forth below)

Terminal degrees, in suitable fields are defined as follows:

1. In the College of Liberal Arts, Ph.D., D.Sc.

2. In the College of Education, Ph.D., Ed.D.

3. In the College of Fine Arts, M.F.A., Ph.D., D.Ed., D.M.Ed., M.A., M.M., and demonstrated proficiency in the arts to be taught.

4. In the College of Business, Ph.D., D.B.A., J.D., or LL.B., master's degree with professional certification such as the C.P.A., and appropriate masters degrees (or the equivalent). However, the percent of full-time equivalent academic staff in the Business College holding the Ph.D., D.B.A., or "other appropriate doctoral degrees" shall be not less than the sum of 40% of the minimum number of faculty required at the undergraduate level and not less than 75% of the minimum number of faculty required at the graduate level. (Faculty under contract to work toward a doctoral degree shall be treated for purposes of this percentage as having a said degree.) In addition to the Ph.D. and D.B.A., other doctoral degrees that are research-based and are the highest earned degrees in their fields may be appropriate.

5. In the Basic College the terminal degree will be the same as terminal degrees in the field of specialization as set forth above.

The College will define terminal degrees for any additional fields when any such additional fields are added to the College program and such action becomes necessary.

It is recognized, however, that the above list is not all inclusive and that under special circumstances or in special fields, the requirement of a terminal degree for tenure and promotion in the rank of assistant professor, associate professor or professor is unrealistic and inapplicable. In such cases, outstanding professional achievement directly

related to the teaching or the study of the subject matter to be taught can serve as a substitute for a terminal degree. (Areas of outstanding professional achievement are exemplified, but not limited to the obtaining of licenses, honors, awards, and meaningful professional contributions, inventions, innovations, or employment in the professional field of the subject being taught. However, employment in the professional field involved does not necessarily establish meaningful professional achievement; instead, such employment must have demonstrably shown depth of knowledge of the field involved and innovative ability on the part of the individual involved in relation to the teaching position at Saginaw Valley State College.)

The above language involving exceptions from the terminal degree requirement does not apply to any individual hired with a specific written understanding that he or she would obtain a terminal degree.

The above terminal degree requirement is automatically waived for all present members of the bargaining unit (unless the said bargaining unit members initial contract of employment specifically required the obtaining of a terminal degree), for the purposes of tenuring such faculty members and promoting such faculty members to the rank of assistant professor. Other promotions for faculty without a terminal degree may be authorized if the special qualifications substituting for the terminal degree requirement as specified above are found to exist.

The following criteria provide guidelines for evaluating teacher performance. It is recognized, however, that precision is very difficult in this area and that in many cases outstanding achievement in one or more areas set forth below may justify lesser achievement in other areas. It is further recognized that experience may produce additional guidelines.

While the following guidelines are aimed at all areas of teacher evaluation, it is also understood that the criteria in the case of merit review will basically be applied against performance over the immediately preceding year, while in the case of tenure review, they will be applied with the view of obtaining assurance of continued conformance with the guidelines over an entire teaching career.

The criteria are as follows:

1. Excellence in teaching.
2. Productive scholarship and creative activities.
3. College service.
4. Community service and activity.
5. Guidance and leadership in student activity.
6. Participation in professional societies.

The above criteria shall also apply in the cases of consideration for promotion. An individual will be considered for promotion automatically after serving the normal minimum number of years in rank (length of service, however, will not be an automatic reason for promotion.) Alternatively, an individual may be considered for promotion before serving the minimum number of years upon nomination and recommendation by his/her department and Dean. The normal minimum for each rank shall be as follows:

1. Four years in the rank of Instructor before promotion to the rank of Assistant Professor.
2. Four years in the rank of Assistant Professor before promotion to the rank of Associate Professor.
3. Five years in the rank of Associate Professor before promotion to the rank of Professor.

2. CONTRACT PROCEDURES: ISSUANCE, TENURE AND TERMINATION.

2.1 NEW APPOINTEES - A new appointee to the Institution falling within the bargaining unit will be given a one (1) year probationary contract, and such yearly probationary contracts will be continued until the individual involved either obtains tenure or his or her employment relationship with the Institution is severed. Such yearly contracts will be issued by March 1 of the preceding fiscal year, except that the contract for the sixth year will be issued by November 1 of the preceding fiscal year.

2.2 PROBATIONARY CONTRACTS - Issuance of such probationary contracts does not preclude the immediate discharge or other discharge or other discipline of the faculty member involved during the term of such probationary contracts with no liability for the Institution to the faculty member involved for salary or benefits during the unexpired term of the probationary contract. (The faculty member may continue fringe benefits at his or her own expense for the duration of the probationary contract if available under the relevant insurance regulations.) However, in the event of any such immediate discharge or other discipline, if the College administration or the Board of Control ultimately finds that such action was improper as a result of the hearings set forth elsewhere in this agreement and the faculty member involved is reinstated, the faculty member involved shall receive full back pay and benefits for the period from the time he was discharged or otherwise disciplined until the time of reinstatement. (If partial justification, but not sufficient justification is found for a discharge decision, partial or no back pay may be awarded along with reinstatement.)

2.3 EVALUATION OF PERFORMANCE - The department chairman will be responsible for convening the evaluation team for department members in their first two (2) years of probationary contracts. It is understood that the basic purpose of this evaluation team will be to aid such new faculty members in solving any problems that may exist in connection with the performance of their teaching duties at Saginaw Valley State College. Any decision made to

discipline or discharge a faculty member will be made independently of the evaluation team, although the evaluation team may be contacted for its comments. Such an evaluation team will be formed on or before October 1st, or within two (2) weeks of the effective date of this collective bargaining agreement, whichever comes later.

2.4 COMPOSITION OF THE EVALUATION TEAM - The evaluation team shall consist of three (3) people, either bargaining unit members, or non-members of the bargaining unit with academic credentials having been at the Institution on appointment a minimum of two (2) years. One of the three will be selected by the respective dean, in consultation with the department chairperson, the second of the three will be selected by the Association in consultation with the department chairperson and the third member will be agreed upon by these two appointees.

2.5 SUBJECT OF THE EVALUATION - In addition to standards set forth elsewhere in this agreement, areas which the committee may wish to include in the evaluation process may include effective teaching, scholarly achievement, special contributions to the institution, committee work, or other activities clearly related to his total involvement and responsibilities to the institution. The committee may use departmentally designed student evaluation surveys as one measure of teaching achievement.

2.6 MEETING OF TEAM - The department chairperson shall call a meeting of the evaluation committee and the member of the bargaining unit being evaluated on or before October 15th, or within four (4) weeks of the effective date of this collective bargaining unit agreement, whichever comes later.

2.7 METHODS AND SCHEDULE - At the first meeting the evaluation committee will agree upon the methods and time schedules to be used. The methods and time schedule for carrying out the evaluation will be reduced to writing and shall become an initial record of the work of the team. A record of all subsequent work by the team shall be preserved in writing and shall be included with its final appraisal of the professional effectiveness of the faculty member being evaluated.

2.8 WRITTEN REPORTS - The first written report in the evaluation procedure must be completed by March 15th (it is recognized that in some circumstances, faster action will be mandatory). It shall be signed by all members of the evaluation team and the department chairperson if he was not a member of the team. In addition to all written records of the work of the team it must include:

a. a statement of the methods and procedures used in the evaluation;

b. who participated and when; and

c. the appraisal of the member's professional effectiveness.

d. The member of the bargaining unit evaluated and his department chairperson shall receive a copy of the report. A copy shall also be placed temporarily in his personnel file.

2.9 RIGHT TO ANSWER - The member of the bargaining unit being evaluated shall have the right to answer the evaluation report in writing. His reply shall become a part of all copies of the report.

2.10 INADEQUACY - If the evaluation team has decided that the member of the bargaining unit evaluated is inadequate in some area which could lead to a desire on the part of the institution not to renew his contract, they must communicate this concern with specific reasons, to the member evaluated and to his department chairperson in a written memorandum separate from the evaluation report. This memorandum will not become a part of his personnel file.

2.11 CORRECTION PLAN - The faculty member will have thirty (30) days from the delivery of said memorandum to prepare and submit to the committee a plan to correct the inadequacies. Failure to submit such a plan shall be sufficient cause for non-renewal of contract regardless of the date.

2.12 REASSIGNMENT - If the faculty member has been assigned duties which the evaluation process establishes as a contributing factor to his lack of success, the College administration shall cooperate, within the framework of available teaching positions, in making reassignments during the next registration period to facilitate the faculty member in making a successful contribution to the Institution. The College administration will also cooperate in any other reasonable manner to aid in any plan of action aimed at correcting the faculty member's lack of success. Conditions over which the faculty member has no control which contributed to the faculty member's lack of success shall be considered as mitigating factors in any review for discipline or discharge purposes.

2.13 REVIEW MEETING - On receipt of the evaluation team's memorandum and the faculty member's plan for correction of inadequacies, the department chairperson must call a meeting including the evaluation team, the member evaluated, the Association representative and the department chairperson. At this meeting the adequacy of the plan submitted will be determined and modified or redesign will be made.

2.14 NEW EVALUATION - Following this required conference, the evaluation team shall undertake a second evaluation which shall be completed by October 1 of the second probationary contract. These evaluations will correlate closely with the plan for correction.

2.15 ADJUSTMENT OF DATES - Dates used above or other such dates used in this agreement shall be appropriately adjusted if the member joins the faculty in the winter semester, rather than in the fall semester.

2.16 DISMISSAL - The evaluation team, or the department involved, may request review for possible discharge purposes of any bargaining unit member by the Professional Practices Committee. It is also recognized that the College administration may request (through the Academic Vice-President) the Professional Practices Committee to review a member of the bargaining unit, including tenured members of the bargaining unit, and that in extreme cases the College administration may impose discharge or other discipline without action of the Professional Practices Committee, subject always to the notice provisions and grievance procedure covered elsewhere in this agreement. Should any such request for review be made to the Professional Practices Committee, that request shall be in writing and include the proposed grounds for dismissal. A copy shall be sent to the bargaining unit member involved, the secretary of the association or his agent, and the department chairperson.

2.17 PROFESSIONAL PRACTICES COMMITTEE REVIEW - The Professional Practices Committee will meet to evaluate members of the bargaining unit who have been referred to it for review as set forth above. This committee shall determine whether or not the evidence submitted warrants the dismissal of the member, and review the evaluation process set forth above.

2.18 INFORMING THE CHARGED MEMBER - The chairman of the committee will address a communication to the faculty member informing him that, if he so requests, a hearing to determine whether he should be dismissed on the grounds stated will be conducted by the committee at a specified time and place. In setting the date of the hearing, sufficient time must be allowed for the preparation of the defense. The faculty member will be informed, in detail or by reference to published regulations, of the procedural rights that will be accorded to him. The faculty member should state in reply whether he wishes a hearing and, if so, should answer in writing, not less than one week before the date set for the hearing, the grounds in the chairperson's letter.

a. The Professional Practices Committee shall proceed by considering the statement of grounds for dismissal and the faculty member's response before the time of the hearing. If the faculty member has not requested a hearing, the committee should consider the case on the basis of the obtainable information and decide whether he should be dismissed. Otherwise, the hearing should go forward. The faculty member should exercise his judgment as to whether the hearing should be public or private.

b. The Professional Practices Committee should determine the order of proof, should normally conduct the questioning of witnesses, and secure the presentation of evidence important to the case.

c. The faculty member should have the option of assistance by counsel. The faculty member will have the aid of the committee, when needed, in securing the attendance of witnesses. He or his counsel will have the right to question all witnesses who testify orally. He will have the opportunity to be confronted by all witnesses adverse to him.

d. The committee may proceed to decision promptly, without having the record of the hearing transcribed, where it feels that a just decision can be reached by this means; or it may await the availability of a transcript of the hearing if its decision would be aided thereby. A majority of the votes of the committee is needed for dismissal. The committee should make explicit findings with respect to each of the grounds of removal presented, and a reasoned opinion is required.

2.19 REPORTS - At the conclusion of its hearings, the committee will prepare a written report within three (3) days. A copy of the written report will be delivered immediately to the member of the bargaining unit concerned, the president of the Institution, the president of the Association and the chairperson of the Board of Control. This report shall be accompanied by all prior documents in the case.

2.20 INSTITUTION COOPERATION - The Institution will cooperate in every reasonable way in providing a place for the above mentioned hearings, secretarial assistance for compiling a written record when required, and setting up hearing times. However, hearings must be scheduled so that classes are not interrupted and there is no interference with normal College activities.

2.21 GRIEVANCE PROCEDURE - The faculty member involved will still have access to the grievance procedure as set forth in Article J of this agreement, whether or not the Professional Practices Committee recommends his or her dismissal. Similarly, if the College administration overrides the position of the Professional Practices Committee, this overriding will be subject to the grievance procedure as set forth in Articles F and J.

2.22 LACK OF DEPARTMENT - The Professional Practices Committee will perform the functions of the department chairperson if the faculty member involved is not in a department.

2.23 TENURE - Tenure is understood to mean continuous employment of a faculty member (on at least a basic two (2) semester contract during each fiscal year, July 1 to June 30) with discharge only for good cause. Before any faculty member may receive tenure, he must have completed a minimum of five (5) years of probationary service at Saginaw Valley State College (or at other job locations, if given an experience credit as set forth in H3), as set forth above, and have been granted tenure through agreement of the Professional Practices Committee and the College administration, as set forth in Article F (or pursuant to the grievance procedure, in the event of a dispute between the Professional Practices Committee and the College administration, as set forth in Articles F and J).

2.24 TERMINATION - Members of the faculty who have tenure may be notified at any time of immediate termination for a good cause, except that in cases of termination for good cause, based on the factors either of failure to maintain competence as a teacher and as a scholar, or of repeated failure to comply with job requirements, notification of termination will be as of the end of the relevant fiscal year and will be given no later than November 1st of that fiscal year. (In extreme cases of gross failure to maintain competence as a teacher and as a scholar or of gross failure to comply with job requirements, the said advance notification need not be given and immediate termination is possible, subject to the grievance procedure set forth herein). Each notice will contain a statement setting forth in detail the said "good cause". As set forth above, the College administration may ask for review of the Professional Practices Committee either prior to or after giving notice of discharge or other discipline. The notice then to the faculty member will be confidential. Copies of this confidential notice will also be sent to the Association if the faculty member gives his consent.

2.25 NOTICE - Any faculty member who receives such notice and wishes to appeal may process such appeal through the grievance procedure, as set forth elsewhere in this agreement. Issuance of any type of written contract to the faculty member involved will not preclude the College administration from imposing immediate discharge with no further liability for salary or benefits (the faculty member involved may continue fringe benefits at his or her own expense for the remaining period of any such written contract if available under insurance regulations) under said contract, subject to the limited November 1st notice provision set forth above for tenured faculty members. In the event the decision to discharge or impose other discipline is overruled during the grievance process, the faculty member involved will be given full back pay and benefits during the period from termination or other discipline until reinstatement. (If partial justification, but not sufficient justification, is found for a discharge decision, partial or no back pay may be awarded along with reinstatement.)

2.26 OTHER DISCIPLINE - The College may also impose discipline less severe than termination, including written warnings or suspensions, and such actions may similarly be appealed through the grievance procedure.

2.27 LAYOFFS - In the event of the layoff of a tenured faculty member or probationary faculty member because of financial exigencies, insufficient enrollment in a program of the College which the faculty member is teaching, or discontinuance of specific programs of instruction in which the faculty member is teaching, it is agreed that the bargaining unit member shall receive one year's notice of such termination. If the conditions which brought about the need for such termination are removed during said year, the unit member will not be terminated. It is also agreed that the College will cease to employ any part-time personnel in other areas of the involved faculty member's competency who are teaching courses which the faculty member(s) is/are also qualified and able to teach, prior to giving the above mentioned one year's notification to the full-time faculty member (or prior to the immediate termination discussed below).

In the event that drastic cuts in financial support to the College occur, the above mentioned one year's notice of termination may be waived; however, failure to give the said one year's notice shall be justified only by establishing that such drastic cuts in financial support did occur and that other areas of the College budget were reduced in a manner equivalent with the savings reflected by the reduction in bargaining unit personnel.

If a layoff of one or more faculty members is involved as set forth above, and more than one faculty member is qualified to teach the courses involved in the area of reduction, layoff will be in order of seniority. (Seniority being defined as years of teaching experience at Saginaw Valley State College). Further, any person so terminated under this subsection will be recalled to employment at Saginaw Valley State College if any opening within the bargaining unit arises which the individual involved is qualified to fill within one year from the date of such termination (or within two years from the date of such termination, if the termination was on the emergency basis without the one year's notice as set forth above).

3. EXPERIENCE RANKINGS. For purposes of tenure and promotion, all present staff who were acted upon by the former Rank and Tenure Committee will retain the experience credit for work experience at places other than Saginaw Valley State College which was set by that Committee. All other present faculty may apply to the Professional Practices Committee to obtain a similar experience credit. In reviewing such applications, the Professional Practices Committee shall count as prior experience only full-time teaching experience at the rank of instructor or above at an accredited university or college and/or other equivalent professional experience related to the field of teaching to be undertaken. The maximum experience credit will be two years and will be on a basis of one year's credit for every two years of such prior experience.

With regard to any new faculty hired by the Institution, the above ratings shall be established and included in the individual's initial contract of employment.

In the event that the College administration and the Professional Practices Committee disagree on any of the above rankings, it shall be a grievable matter proceeding pursuant to Steps 3B and 4 of the grievance procedure.

ARTICLE I - DEPARTMENT ORGANIZATION AND DUTIES

Through secret ballot, department chairpersons shall be elected by the bargaining unit members of the respective department for a two year term, with the term to commence in the spring semester of even numbered years. On the petition of two-thirds (2/3) of the members of the department, the appropriate dean will call for a new election of a department chairperson. Such an election may be petitioned for at any time, but not more than once during any academic year. If at any time the College administration is dissatisfied with the department chairperson's performance of his or her duties, the College administration will so indicate to the department, at which point a new election will be called.

2. Department chairperson shall chair department meetings and coordinate the departmental activities as mandated by the department.

3. The department chairperson is responsible for advising his or her dean on matters of departmental concern, including class schedules, hiring and teaching assignments of faculty members, number of preparations, departmental budgets and class size. The chairperson is also responsible for the performance of all departmental duties. Deans will meet and confer at regular intervals with Department Chairpersons individually and collectively to discuss such matters as budget, class schedules, class size, hiring, teaching assignments of faculty members, number of preparations, and other relevant matters.

4. In the event that the department and the dean continue to disagree over the resolution of the aforementioned conflicts, the department may take the matter to the office of the Vice-President of Academic Affairs for final resolution.

5. The chairperson will coordinate the activities of departmental clerical, laboratory and teaching assistants.

6. The department chairperson will provide his or her dean with information about publications and other outside professional activities of the members of his department.

7. The chairperson will provide the dean with information necessary for preparing the college's annual budget request for the following fiscal year.

8. The department chairperson shall receive an extra One Hundred Fifty and 00/100 ($150.00) Dollars per department member per year compensation for performing the above duties, up to a maximum of One Thousand Five Hundred and 00/100 ($1,500.00) Dollars per year.

Such monies are to be paid in the first January paycheck received by the faculty member.

9. A department will not be established until there are two or more full time faculty members; a member of a "one-man department" shall receive One Hundred Fifty and 00/100 ($150.00) Dollars for performing administrative duties similar to those performed by department chairpersons, provided that no faculty member shall receive more than One Hundred Fifty and 00/100 ($150.00) Dollars per year under this section regardless of the number of "one-man departments" to which he belongs.

10. In the event that any department is unable to agree upon and elect a new department chairperson within two weeks after cessation of the old chairperson's holding of office, as set forth above, the College administration, after giving notice to the faculty of the department may appoint the department chairperson involved, who shall thereafter be treated as if he or she had been elected.

11. Each department will receive a budget approved by the academic vice-president in consultation with the chairperson and dean. Upon approval, any subsequent changes must recieve written approval of the academic vice-president.

12. Such teaching aids as maps, library books, laboratory equipment, films, etc., that are deemed necessary by the departments, shall be budgeted and funded on an institution wide priority basis.

ARTICLE J - GRIEVANCE PROCEDURE

A. INFORMAL COMPLAINTS

A complaint is an informal claim by an employee, employees or group of employees in the bargaining unit or by the Association of improper, unfair, arbitrary or discriminatory treatment. Any employee in the bargaining unit may present and discuss his complaint either with or without a representative or agent of the Association. Similarly, a representative or agent of the Association may present and discuss a complaint on behalf of any employee or group of employees with a college representative involved or the institutional officer to whom he is responsible and shall be entirely informal. Any settlement, withdrawal, or disposition of a complaint at this informal stage shall not constitute a binding precedent in the settlement of similar complaints or grievances.

B. GRIEVANCE

A grievance is a formal alleged violation of this agreement. No reprisals of any kind shall be taken against any faculty member for participating in any grievance. Grievances shall be processed as rapidly as possible. The number of days indicated at each level shall be considered a maximum, and every effort shall be made to expedite the process in a shorter period of time. It is agreed that the aggrieved party and the Association shall be furnished with any information required in the processing of any grievance or complaint, subject to the privacy protection set forth in the section on personnel files.

If a matter is not resolved in the informal complaint procedure set forth above, the grievant may refer the matter to the Association committee on contract grievances. The grievant shall present his grievance to the Association committee on contract grievances. If the Association committee for contract grievances has determined that the grievance arises out of the Agreement; that, as a matter of policy, the Association wishes to pursue the grievance; and that the grievance procedure is the proper method to use for resolving the problem, the Association committee for contract grievances shall identify the clauses in this Agreement which are the basis for the grievance, and specify remedies for the alleged violation of this Agreement.

C. PRESENTING A FORMAL GRIEVANCE

STEP ONE (1), OFFICE OF DEAN (WRITTEN)

If the grievant and the Association wish to commence formal grievance procedures, the statement prepared by the Association committee on contract grievances must be presented to the

Office of the respective Dean within sixty (60) days of the date a member of the bargaining unit has knowledge, or reasonably should have had knowledge, of the occurrence of the grievance in order for the matter to be proper for the grievance procedure.

Following submission of the written grievance, a time for meeting between the grievant (and, if he requests, a representative from the Association) and the Office of the Dean shall be arranged. The date for the meeting shall not be set later than seven (7) days after submission of the written grievance. Other persons may attend to provide information.

The Office of the respective Dean shall answer the grievance in writing within seven (7) calendar days from the date of the meeting at which the grievance was discussed. If the Dean does not so timely answer, the grievance shall be treated as granted. A Grievance not appealed, as provided in Step 2 below, within seven (7) calendar days after the answer from the Office of the respective Dean shall be considered settled on the basis of the last answer and not subject to further review.

STEP TWO (2), OFFICE OF THE VICE-PRESIDENT FOR ACADEMIC AFFAIRS

If the matter is not resolved at the first step, the Association committee on contract grievances shall meet and reconsider the matter. If after the meeting, the Association committee on contract grievances wishes to carry the matter further, it shall, within seven (7) calendar days after the first step result, submit the matter to the Office of the Vice-President for Academic Affairs. The Association will prepare a record which will consist of the original written grievance prepared by the Association, written answers to the grievance and other written records as there may be in connection within the matter together with any additional information and the facts the Association deems pertinent, and forward the same to the Office of the Vice-President for Academic Affairs together with a notice that the answer of the Office of the respective Dean with respect to the grievance is not satisfactory.

Following such submission, a time for meeting between the grievant, (and, if he requests, a representative from the Association) and the Vice-President for Academic Affairs, or his designee, shall be arranged, to be set not later than seven (7) days from the date of submission. Other persons, at the request of either party, may attend to provide information. The Office of the Vice-President for Academic Affairs will render a written decision on the matter within seven (7) days from said meeting. If the Office of the Vice-President for Academic Affairs does not timely answer, the grievance shall be treated as granted.

STEP 3

Step 3 of the grievance procedure will vary, depending upon the type of grievance involved. A grievance at Step 3 can proceed either by Step 3A or Step 3B and 4 as is set forth below.

STEP 3 A

Grievances in the following areas will proceed pursuant to Step 3 A.

1. Termination of a faculty member for good cause after said faculty member has obtained tenured status.

2. Objections to the College curriculum as specifically set forth in Clause F2 of this Agreement.

3. Unless specifically stated to the contrary elsewhere in this Agreement, violations of any specific undertakings set forth in Clauses D1, D2, D3, D4, D5, D6, D7, D8, D26, D30, I8, I9, I13, Article L and Article M in this Agreement, insofar as these clauses relate to the areas of salary and fringe benefits or class size and schedules.

4. Any claim that a bargaining unit member is being discriminated against because of his or her membership or lack of membership in the Association or activities on behalf of the Association, race, creed, religion, color, national origin, age, sex, or marital status.

STEP 3 A PROCEDURE

If the matter is not resolved at the second step, the Association committee on contract grievances shall meet and reconsider the matter. After the meeting, if the Association committee on contract grievances wishes to carry the matter further, it shall within seven (7) days after the College's answer at the second step, submit written notice of submission to arbitration. The Board representatives and the Association committee will agree upon a mutually acceptable arbitrator and will obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within ten (10) days, the grievance may be submitted to the American Arbitration Association by either party for a binding decision, using rules of procedure of the AAA including selection of an arbitrator, from a rotating panel submitted by the AAA.

1. Neither party shall be permitted to assert in such arbitration proceedings any ground or to rely on any evidence not previously disclosed to the other party except in cases of newly discovered grounds or evidence. The arbitrator shall have no power to alter, add to or subtract from, the terms of the agreement. Both parties agree to be bound by the award of the arbitrator and agree that judgment thereon may be entered in any court of competent jurisdiction.

2. The decision or award shall be binding upon the Association, the Board and the employees affected thereby. The cost of arbitration shall be borne equally by the parties. Expenses for witnesses, however, shall be borne by the party who calls them.

STEP 3 B

Grievances involving any area of this Agreement not specifically described above for processing under Step 3 A shall proceed pursuant to Steps 3 B and 4 as follows:

STEP 3 B PROCEDURE

If the matter is not resolved at the second step, the Association committee on contract grievances shall meet and reconsider the matter. After the meeting, if the Association committee on contract grievances wishes to carry the matter further, it shall within seven (7) days after the College's answer at the second step, refer the matter to the College Conference on Contract Grievances.

The matter shall then be submitted to the College Conference on Contract Grievances for hearing within fourteen (14) days after the submitting of the aforementioned papers to the office of the respective Dean. The College Conference on Contract Grievances shall consist of two representatives selected by the Association from the bargaining unit and two representatives appointed by the Vice-President for Academic Affairs. Other persons, at the request of either party, may attend to provide information. Either the Association or the College may also demand that a mutually acceptable outside third party may attend said hearing, with the Association and the College to each pay one-half of the cost of having such third party attend. In the event that a mutually acceptable third party is not agreed upon within 10 days of the beginning of the aforementioned 14 day period, the hearing will procede with a State mediator as the outside third party. The said third party shall render a written decision on the matter, but shall be a non-voting member of the Conference.

The College Conference on Contract Grievances shall render a written decision within thirty (30) days of its first meeting on the matter. If the members of the Conference are not able to reach a majority agreement on the decision, the grievance shall be regarded as denied.

STEP 4, BOARD OF CONTROL

If the matter is not resolved at Step 3 B, the Association committee on contract grievances shall meet and reconsider the matter. If after the meeting the Association committee on contract grievances wishes to carry the matter further, it shall, within seven (7) calendar days after the Step 3 B result, submit the matter to a three-member panel of the Board of Control of Saginaw Valley State College. The panel shall

be selected by and composed of voting members of the Board of Control. Insofar as possible, the matter shall be submitted to the said panel on the basis of the written records described above. Either party may also submit a written position paper to the Board. The advisory third party decision, if any, obtained under Step 3 B, shall also be submitted to the panel.

Following such submission, if any party feels that factual matters remain in dispute, any party can request a meeting between the Grievant (and if he requests, a representative from the Association) and the three member panel of the Board of Control within twenty (20) days from the date of submission. Other persons, at the request of either party, may be invited to provide information, the three member panel of the Saginaw Valley Board of Control shall render a final decision on the matter, which shall be final, within seven (7) days from said meeting.

D. MISCELLANEOUS PROVISIONS

1. Grievances shall be presented and handled in such a manner as not to interfere with the day to day orderly conduct of the College. All hearings and meetings shall normally be scheduled so as to avoid any interference with scheduled classes or office hours.

2. Time limits at any step of the grievance procedure may be mutually extended if documented in writing.

3. Days referred to in the time limits at any step of the grievance procedure refer to calendar days only.

4. NO REPRISALS. No reprisals of any kind shall be taken against any faculty member for participating in any grievance.

5. GRIEVANCE FILE. All documents, communications and records arising as a result of a grievance except for the decision constituting final disposition shall be filed separately from the personnel files of participants and destroyed at the conclusion of the grievance proceedings.

6. AVAILABILITY OF INFORMATION. It is agreed that the aggrieved party and the Association shall be furnished with any information in the possession of the Board necessary for the processing of any grievance or complaint.

7. IN ACCORD WITH THE CONTRACT. If a grievant has a grievance which he wishes to discuss with a supervisor, he is free to do so informally without recourse to the formal grievance procedure. However, no grievance shall be adjusted contrary to the Agreement without prior notification to the Association and an opportunity for an Association representative to be present.

8. WITHDRAWAL OF GRIEVANCE. A grievant may withdraw the grievance at any level. However, if in the judgment of the grievance committee, the grievance affects the welfare of the bargaining unit, the grievance procedure may be continued as a grievance of the Association.

ARTICLE K - MANAGEMENT RIGHTS

The Board of Control retains all rights, duties, powers and privileges granted it by law, including the right to operate the College, determine the scope of College operations and establish reasonable rules to maintain order and efficiency in College operations, except to the extent such rights, duties, powers and privileges are specifically abridged by this agreement.

ARTICLE L - FRINGE BENEFITS

1. COLLECTIVE LIFE INSURANCE - The College will contribute Two and no/100 ($2.00) Dollars per month toward the purchase of a collective life insurance policy from The Teachers Life Insurance and Annuity Association for each actively working bargaining unit member desiring such a policy, subject to bargaining unit members continuing to make their required contributions.

2. DISABILITY INSURANCE - The College will continue its present disability insurance program for all actively working bargaining unit employees, after one (1) year of continuous employment, subject to the terms, definitions, and conditions of eligibility of the actual insurance policy, with benefits payable under said policy of sixty percent (60%) of the first Fifteen Hundred and no/100 ($1,500.00) Dollars of monthly salary plus forty percent (40%) of any excess to a maximum monthly disability income of Fifteen Hundred and no/100 ($1,500.00) Dollars, subject to a three-month eligibility period as defined in said policy. The College shall have the option to change carriers to provide equivalent coverage.

3. HEALTH INSURANCE - Saginaw Valley State College will maintain the three present health programs (as in effect October 1, 1972) for the benefit of all actively working bargaining unit members and their spouses and dependent children, subject to all terms, definitions and conditions of eligibility of the actual insurance policy. The three present programs are basic Blue Cross and Blue Shield Coverage, together with Master Medical Coverage. Coverage will be extended to include a change of the present $100/$200 Master Medical Deductible to $50/$100; the removal of the waiting period for maternity benefits and pay pre-natal and post-natal office calls; and, the removal of the $5.00 charge on the member liability rider. (All the above to be within the same cost limits as set in the 1974-75 SVSC budget for Health Insurance.) The College shall have the option to change carriers to provide equivalent coverage.

4. RETIREMENT - Retirement will normally occur at the end of the fiscal year in which a full-time faculty member attains the age of sixty-five. However, if the faculty member wishes to do so, he may submit a request to the President and the Board of Control for a one-year extension of contract. If such a request is received and the President and the Dean to whom the faculty member would be responsible recommends such an extension, it shall be within the discretion of the Board to make such an extension. Following the same procedure, subsequent one-year contracts may also be issued by the Board. However, no contracts for full-time teaching may be issued after the fiscal year in which the faculty member achieves the age of seventy.

In accordance with Article A:5 of this contract requiring adherence to the law, and in recognition of the fact that the Employee Retirement Income Security Act of 1974 is now in effect, and that the current Retirement Plans of the Teachers Insurance and Annuity Association of America and the College Retirement Equities Fund provide full and immediate vesting as defined by the foregoing act, the following changes shall become effective on the date (January 1, 1976) required by the Federal Act or on any later date specified by the Federal agency charged with the administration of the appropriate portion of the Act:

A. PARTICIPATION. The Retirement Plan will cover all full-time actively working members of the bargaining unit.

Participation of eligible employees shall be:

(a) Voluntary on employment.

(b) Required after completion of one (1) year of service and attainment of the age of 30.

B. RETIREMENT AGE. Except as provided above, all participants in this retirement plan shall retire at the end of the fiscal year in which they attain age 65, herein called normal retirement age.

C. CONTRIBUTIONS. Contributions to this retirement plan for all actively working members of the bargaining unit shall be made in accordance with the following schedule:

	Contribution by percent of salary		
On Salary below:	By Participant	Institution	Total
$14,100 to 31 December 1975	2.5%	7.5%	10%
On Salary above:			
$14,100 to 31 December 1975	5.0%	10.0%	15%

On Salary below:	By Participant	Institution	Total
$12,000 after 1 January 1976	0.0%	10.0%	10%
On Salary above:			
$12,000 after 1 January 1976	5.0%	10.0%	15%

Saginaw Valley State College shall deduct the contributions of the participant from regular salary payments, add its own contributions, and apply the combined sum to the purchase of retirement benefits for the participant as follows:

(1) At the election of the participant, 100 per cent, 75 per cent, 25 per cent, or any proportion within a 25 per cent to 75 per cent range of such combined sum will be forwarded to Teachers Insurance and Annuity Association as a premium for a TIAA retirement annuity contract on the participant's life.

(2) The balance, if any, of such combined sum will be forwarded to the College Retirement Equities Fund as a premium for a CREF retirement annuity certificate on the participant's life.

D. CONTRACTS. Each TIAA retirement annuity contract and CREF certificate is for the sole purpose of providing a retirement and/or death benefit and is the property of the individual participant.

E. REPURCHASE. In the event a participant in TIAA-CREF leaves the employ of Saginaw Valley State College for reasons other than retirement or disability and requests repurchase of his annuity, Saginaw Valley State College will approve such repurchase provided it meets the conditions under which TIAA-CREF will repurchase annuities automatically, and provided that the participant consents, and that the portion of the repurchase value attributable to Saginaw Valley State College contributions shall be paid to the College by TIAA-CREF.

The Board of Control will review and revise the foregoing repurchase policy to allow "partial repurchase" as provided in the Employees Retirement Income Security Act of 1974 and described on page #2, paragraph 3 of a memorandum issued by TIAA/CREF and dated May 15, 1975 a copy of which is attached to this contract, and in accordance with regulations issued by the appropriate agency of the Federal government charged with enforcement of the Act.

F. AMENDMENT. The above stated retirement policy is amended as follows:

Whereas a new retirement transition benefit option has been authorized by the Teachers Insurance and Annuity Association of America and the College Retirement Equities Fund which permits an annuitant to elect to receive a one-sum payment of up to 10% of his accumulation at the time he starts to receive his annuity income, provided:

1. He is age 55 or older at the time,

2. The one-sum payment from each TIAA or CREF contract does not exceed 10% of the contract's accumulation then being converted to annuity payments, and

3. The last institution contributing to his annuity (normally the institution from which he is retiring) has approved the option for use by its retiring staff members.

NOW, THEREFORE, BE IT RESOLVED That the Board of Control hereby approves the voluntary election of this retirement transition benefit option by participants hereafter retiring from Saginaw Valley State College.

G. POLICY FOR REQUIREMENTS FOR ENTRY INTO RETIREMENT PROGRAM

Subject to the provisions of any ERISA guidelines, the general policy for entry into the retirement program shall be as follows:

I. EXISTING EMPLOYEES. (Those who did not enter upon initial employment.)

A. Enter June 1 to June 30 to take effect on wages received in next fiscal year.

B. Enter December 1 to December 31 to take effect on wages received in next calendar year.

II. NEW EMPLOYEES.

New employees have 30 calendar day period to enter program starting from official entry date on payroll.

III. EMPLOYEES HIRED PRIOR TO JUNE 30, 1975.

Employees hired prior to June 30, 1975 have until September 31, 1975 to enroll in the program. Thereafter above I. and II. are effective.

(The above language is subject to ERISA guidelines.)

5. SICK LEAVE

A. GRANT OF SICK LEAVE UNITS

(1) Sick leave allowances of forty-eight (48) sick leave units for a basic two (2) semester contract are granted to full time actively working bargaining unit members. A sick leave unit is defined as covering one (1) credit hour of teaching time; for example, if bargaining unit member did not teach any classes for a week, and that bargaining unit member had a twelve (12) credit hour teaching load, the bargaining unit member would be charged with twelve (12) sick leave units. Sick leave units are granted at the commencement of a bargaining unit member's duties during any fiscal year. Up to thirty-two (32) of any unused sick leave units granted for the basic two (2) semester contract will accumulate in the individual's sick leave bank; however, the maximum such accumulation for a carry over from fiscal year to fiscal year is ninety-six (96) sick leave units. Present daily sick leave banks for present faculty members will be converted to a sick leave unit bank on the basis of five (5) days equalling thirty-two (32) sick leave units. Further, any faculty member who teaches the Spring and/or Summer one-half (1/2) semesters in addition to a basic two (2) semester contract will be granted ten (10) additional sick leave units for each additional one-half (1/2) semester taught; provided however, that such sick leave units, if unused, will not accumulate.

(2) Bargaining unit members who are actively working part-time on a regular basis and permanent basis shall be entitled to sick-leave benefits prorated on the basis of the proportion of the position to a regular full-time position. Bargaining unit members who work only a portion of the contract period shall be entitled to sick-leave benefits prorated on the basis of the proportion of the member's credit hour load compared to a regular credit hour load.

B. USE OF SICK-LEAVE UNITS

(1) Under the conditions of the sick-leave provisions, all regular or part-time bargaining unit members may use their sick-leave units in any month of the year in which they are scheduled on the payroll.

(2) A bargaining unit member who is off from work because of a compensable injury (Workmen's Compensation) will not be regarded as being on sick-leave and will not be charged as using sick leave units.

(3) Each bargaining unit member desiring consideration for sick-leave benefits may be required to file with the College either a physician's statement or a sworn affidavit that the claim of sick-leave absence is bona fide. Until such statement is filed, if requested, all absences will be considered as lost time and the bargaining unit member's pay will be reduced accordingly.

(4) Disability verified by a physician's statement shall be treated as a sickness for purpose of this section, as shall a pregnancy similarly verified as disabling. The College may require an additional physician's examination, at the College's expense.

(5) Whenever a bargaining unit member has used up all of his sick-leave credit and bank, he will be removed from the active payroll until he reports back to duty, except that such bargaining unit member may be retained on the payroll for an additional two week period if his or her classes are covered, without pay, by other members of the unit qualified to teach the classes involved.

(6) All absences from work other than sick-leave, and other approved leaves with pay, will be without pay and proper deductions will be made from the bargaining unit member's paycheck.

(7) Any regular or part-time bargaining unit member will be considered absent if he fails to appear for his regularly scheduled teaching duties on any day because of illness or injury, and his sick-leave yearly account will be debited for that day.

C. RECORDS AND REPORTS.

(1) The College shall maintain a sick-leave record on all bargaining unit employees. The record shall be credited with earned sick-leave credit and debited periodically as sick-leave benefits are used. The adjustment for accumulated sick-leave days shall be made at the end of each fiscal year. Upon adjustment, the faculty member will be notified of same and if there is any disagreement it must be pointed out to the College within seven (7) days after receipt of such notification.

(2) Bargaining unit members must notify their respective Dean's office at the earliest opportunity, when they will be off work because of illness.

(3) The administration will have the responsibility for locating a substitute teacher for any faculty member who is on sick leave for a period which is long enough to necessitate his or her absence for more than either two one-hour classes or one two-hour or longer class.

6. DEFINITIONS.

a. Working Day - Any day of the week the bargaining unit member has a class scheduled.

7. FRINGE BENEFITS.

a. While salary and retirement payments shall cease after expiration of sick days as set forth above, the College's contributions toward health insurance, life insurance and disability coverage will continue for the period of sickness, pregnancy or other disability up to a maximum period of three (3) months. A leave for the period of such disability will be granted for a maximum one (1) year period. After the expiration of such year, the faculty member involved may request yearly extensions of such period of leave from the Board of Control.

8. PERSONAL LEAVE DAYS - Each faculty member will have a total of three (3) personal leave days which he or she may use for such purposes as religious holidays, personal business, funerals, etc.; provided, however, that if any such personal leave day falls on a date for which the faculty member involved is scheduled to teach, the classes involved shall either be rescheduled to a time convenient to the students or covered by another qualified faculty member at no expense to the College.

9. SABBATICALS - The College will give due consideration to applications for sabbatical leave for full-time, salaried members of its teaching staff, such privileges being limited ordinarily to personnel of the rank of assistant professor, associate professor, and professor, subject to such general circumstances as may prevail and the following specific conditions:

a. Seniority and service shall be taken into account in the consideration of such applications.

b. An applicant shall have served this College continuously for six (6) years before he or she is eligible for such leave. If an individual is not granted or does not apply for or accept a sabbatical leave when eligible, the time in service in excess of six years shall apply to the period of eligibility for the subsequent sabbatical leave eligibility period.

Such an individual shall be eligible for the second sabbatical leave in his/her fourteenth year of service regardless of when the first sabbatical leave is taken. Such sabbatical leaves, however, may not be taken or granted in consecutive years. Years of service will be of first consideration in the grant of sabbatical leaves but may be subordinated to consideration of the quality of proposed activities or demonstrated need in individual cases.

c. Period of absence for sabbatical leave shall be no greater than one (1) year.

d. Where practical, in the judgment of the administration, the applicant may exercise choice between requests for leave of absence for two (2) trimesters at half normal basic salary, or leave for one (1) trimester at full pay. In either case, the choice must be exercised within the same academic year.

e. The rate of compensation expressed above shall not be inflexible but considered as maximum, subject to modifications where necessary.

f. Such sabbatical leaves of absence shall be limited distinctly to purposes that clearly promise reciprocal advantage of the College through enhancement of professional competence through study and research, writing, rest from accustomed labors, or cognate pursuits. Applications shall be made in writing and shall include a plan for the use of the sabbatical time.

g. No such leaves shall be granted for the purpose of taking up employment of pecuniary advantage elsewhere, academic or otherwise.

h. Such leaves shall always be conditioned upon the feasibility of local departmental arrangements, which will preclude any loss of efficiency in the department, any substantial deviation from the announced program of instruction or administrative services, or any material addition to the College budget.

i. All fringe benefits will be continued during the period of such sabbatical leave.

10. LEAVE OF ABSENCE - Leave of absences for a period of up to one (1) year without salary or any fringe benefits may be granted at any time at the discretion of the Board of Control.

11. JURY DUTY - A faculty member required to perform jury duty will continue to be paid his or her usual salary, less jury pay received, during the period of such jury duty. Fringe benefits shall continue to be paid during the period of jury duty.

12. FRINGE BENEFIT BASE - The College will continue in accordance with its past practice for computing salary base for purpose of fringe benefits, in accordance with the relevant insurance regulations. Any faculty member who performs all duties under his or her basic two semester contract shall be entitled to fringe benefits for the entire fiscal year.

13. PRIVILEGE OF FACULTY TO BUY BENEFITS - For those unpaid leaves which do not provide for the continuation of benefits during the leave, the Board shall make provision for the faculty member to continue any or all such benefits at his or her own expense, if available under insurance regulations.

14. SALARY PLACEMENT ON RETURN - Upon return to active campus assignment, the faculty member who has been on full or partial pay leave shall be placed upon the salary schedule at that position which he would have occupied had his service been continuous. Time on full or partial pay leave shall be considered as continuous service for all matters in which it is a factor at the Institution. The above points will be negotiated with the faculty member involved, with Association involvement, in the event the faculty member is going on an unpaid leave.

15. LEAVE EXTENSION - Leaves granted for experience, professional service, advance study, Fulbright, exchange teaching or by mutual consent may be extended annually by written request from the faculty member to the Board. Such request for extension must be made as early as possible and at least ninety days prior to the termination of the faculty member's current leave.

16. BENEFICIARY RIGHTS - The College's past practice with regard to rights of beneficiaries under a deceased faculty member's life insurance, retirement benefits, etc. shall be continued.

17. STATE AUTOMOBILE INSURANCE - The College will continue its present insurance policy with regard to the liability coverage for faculty members operating their own or State vehicles on Institution business. Reference to the insurance policy is suggested for details; however, it is noted for explanatory purposes that in order to have liability coverage on Institution business while driving a personal car, the faculty member involved must have personal automobile liability insurance in the amount of $25,000/$50,000/$5,000.

18. SUBSTITUTE PAY - Bargaining unit members who teach classes as substitutes for faculty members on sick leave will be paid for such substitute teaching at the part-time rate on a pro rata basis. (With the exception of those teaching under the provisions of Article L5B5.)

ARTICLE M - SALARIES

A. ACROSS THE BOARD. Members of the bargaining unit who were employed under a basic two-semester contract during the 1974-1975 fiscal year will receive a minimum $1000.00 increase to their basic two-semester contract in fiscal year 1975-1976.

B. EQUITY RAISES. Members of the bargaining unit who were employed under a basic two-semester contract during the 1974-1975 fiscal year may receive an additional raise of up to $400 in addition to the $1,000.00 across-the-board increase to their basic two-semester contract in fiscal year 1975-1976 depending on the sum of the following factors:

1) Rank:

Instructor	$10,000.00
Assistant Professor	$11,000.00
Associate Professor	$12,000.00
Professor	$13,000.00

2) Years of Service at SVSC: $500.00 per year

3) Earned doctorate in the faculty member's area of instruction: $1,000.00

The above factors are used to determine which faculty members are considered equity cases. A faculty member is considered an equity case if the formula base exceeds the member's 1974-1975 salary base by over $1,000.00. In such cases the faculty member's basic two-semester contract will increase by that difference up to a maximum of $1,400.00 (across-the-board increase plus equity raise) unless the member was promoted effective July 1, 1975. Those faculty so promoted will receive an $1,800.00 increase in base salary if the promotion was to the ranks of Assistant or Associate Professor and $2,000.00 if to the rank of Professor and will not receive any across-the-board or equity raise as discussed above.

C. DOCTORATE RAISES. Any member of the bargaining unit who obtains a recognized doctorate shall receive an automatic $1000.00 increase, prorated from the time in the year that the bargaining unit member obtains said doctorate. The obtaining of the doctorate will not result in automatic promotion, but the experience requirement for years in rank as instructor will be reduced to one year for persons who hold a doctorate.

D. The Faculty Association and Administration agree to establish a Professional Services Review Committee consisting of three persons from Faculty Association, three persons from Administration. The Committee will meet on a regular basis beginning on or about October 1, 1975 and shall attempt to submit a report jointly to the Faculty Association and the College on or about 15 February 1976. Using the schedules and formulations proposed by the Faculty Association and the Administration during 1975

negotiations as guidelines, the Committee will collect and organize the data necessary and appropriate to implement those proposals, and will develop the specific procedures for such implementation which can be used as a framework for further discussion during collective bargaining beginning in 1976.

E. Raises in recognition of merit (not market considerations) over and above the increases covered in paragraph A through D of this Article may be given by the Administration to faculty members at the sole discretion of the Administration; provided, however, that such raises, if any, shall not exceed in total $1,000.00.

ARTICLE N - TERM OF AGREEMENT

This agreement shall continue in full force and effect until June 30, 1976.

If either party desires to terminate this agreement, it shall give written notice to the other party at least sixty (60) days prior to the termination date. If either party desires to modify one or more provisions of this agreement or desires to add provisions, it shall at least sixty (60) days prior to the termination date give written notice to the other party.

If notice as provided above is not given, this contract shall continue in full force and effect from year to year thereafter subject to notice of termination or modification as provided above.

SAGINAW VALLEY STATE COLLEGE BOARD OF CONTROL

By _____

_____

_____

SAGINAW VALLEY STATE COLLEGE FACULTY ASSOCIATION

By _____

_____

_____

MEMORANDUM OF UNDERSTANDING I

This memorandum of understanding is executed to confirm the intent of the Board of Control of Saginaw Valley State College to allocate the sum of $168,000.00 for payment of teaching services of full time faculty during the Summer/Spring semester of the fiscal year 1975-1976 and the additional sum of $87,000.00 for such services during the Summer semester of 1976, according to the standards for allocation of said money contained in the collective bargaining agreement between the parties hereto. The said amount of money will be committed to such purpose absent a serious unexpected financial development on the level of a cut in the said fiscal year's State appropriation, a serious deviation from tuition projections as outlined in the budget, or a major unexpected expenditure beyond the Board's power to control.

It is also the Board's intention to allocate immediately any money unexpended because of cancellation of small courses during the Spring 1976 term, as is set forth in the collective bargaining agreement, to research grants not to exceed twelve hundred ($1,200.00) dollars per grant, to full time faculty members.

SAGINAW VALLEY STATE COLLEGE BOARD OF CONTROL

By _____

_____

_____

SAGINAW VALLEY STATE COLLEGE FACULTY ASSOCIATION

By _____

_____

_____

FALL TRIMESTER, 1975

Preferred application period	September, 1974-August, 1975
Scholarship and financial aid applications due	April 11, 1975
Registration	September 2
Classes begin	September 3
Presidential Inauguration	September 19
Thanksgiving recess	November 27-28
Classes end	December 10
Study day	December 11
Exams	December 12, 15-17

WINTER TRIMESTER, 1976

Preferred application period	January, 1975-December, 1975
Scholarship and financial aid applications due	October 17, 1975
Registration	January 2
Classes begin	January 5
Spring break begins	February 28
Classes resume	March 8
Classes end	April 15
Study day	April 19
Exams	April 20-23
Commencement	May 1

SPRING HALF TERM, 1976 (7-1/2 weeks)

Preferred application period	September, 1975-April, 1976
Scholarship and financial aid applications due	March 10
Registration	May 3
Classes begin	May 4
Memorial Day holiday	May 31
Classes end	June 18
Study day	June 22
Exams	June 23-24

SUMMER HALF TERM, 1976 (7-1/2 weeks)

Preferred application period	September, 1975-June, 1976
Scholarship and financial aid applications due	March, 1976
Registration	June 28
Classes begin	June 29
Independence Day holiday	July 4
Classes end	August 16
Study day	August 17
Exams	August 18-19

SPRING TRIMESTER, 1976 (15 weeks)

Preferred application period	September, 1975-April, 1976
Scholarship and financial aid applications due	March 10
Registration	May 3
Classes begin	May 4
Memorial Day holiday	May 31
Mid-term break	June 25-28
Independence Day holiday	July 4
Classes end	August 16
Study day	August 17
Exams	August 18-19

FALL TRIMESTER, 1976

Preferred application period	September, 1975-August, 1976
Scholarship and financial aid application due	April 15, 1976
Registration	August 31
Classes begin	September 1
Labor Day	September 6
Thanksgiving recess	November 25-26
Classes end	December 8
Study days	December 9-10
Exams	December 13-14

TEACHERS INSURANCE AND ANNUITY ASSOCIATION OF AMERICA
COLLEGE RETIREMENT EQUITIES FUND

TIAA
CREF

730 THIRD AVENUE, NEW YORK, N. Y. 10017
(212) 490-9000

FRANCIS A. LOEWALD
Vice President

May 15, 1975

To Business Officers and Personnel Directors:

Re: Changes in TIAA-CREF Repurchase Rules

The following changes have been made in TIAA-CREF's rules for repurchase (cash-out) of regular retirement annuity contracts:

1. Addition of a partial repurchase approach for "automatic" repurchases, i.e., for short-term contracts that are no longer part of an institutional retirement plan.

2. Elimination of "emergency" repurchase, a procedure under which a committee of TIAA-CREF officers has, with the consent of the contributing institution, approved repurchase for persons facing a "drastic financial emergency."

Although the advent of the Employee Retirement Income Security Act of 1974 (ERISA) dictates the timing of these changes, they had been under consideration at TIAA-CREF on their own merits, and appear both appropriate and necessary under today's conditions.

"Automatic" Repurchase. Over the years, TIAA-CREF has, with the help and guidance of participating institutions, developed uniform guides under which TIAA-CREF will automatically repurchase a regular annuity contract that has been in force for only a short time, provided that all of the following conditions apply:

1. The annuity owner requesting repurchase is neither employed by nor moving to an institution having a TIAA retirement plan in which he or she is or will be eligible to participate;

2. Each institution that contributed to the contract consents; and

3. The individual's first regular TIAA and CREF annuity contract was issued not more than five years prior to his or her request for repurchase.

Repurchase will also be made under these conditions if the annuities have been in force for more than five years but the repurchase value is less than $2,000.

Subject to these conditions, each institution establishes its own policy as to whether it permits repurchase, and, if so, whether terminating employees who request repurchase are to receive (a) all of the funds accumulated in their annuities or (b) only that part attributable to their own contributions, the balance reverting to the institution. The institution's policy as to (a) or (b) must apply uniformly to all terminating employees requesting repurchase. The institution normally sets forth its repurchase policy in its retirement resolution, which, under ERISA, will serve as the Plan Document and part of the Summary Plan Description required by the Act.

The new, partial repurchase approach is now available and may be used by any institution as a replacement for its present policy, whether the institution is covered by ERISA or not. Under this approach, only that portion of the repurchase value attributable to the terminating employee's own contributions will be cashed out and paid to him/her. The portion resulting from the institution's contributions will remain in the individual's annuity contract, except that if the employer has contributed less than $2,000, the entire repurchase value will be paid in one sum to the individual.

Institutions covered by ERISA that now recapture the employer's portion upon repurchase will have to change their repurchase policy prior to the start of their next ERISA "Plan Year," normally January 1, 1976, since such recaptures will not be permitted under ERISA thereafter. The change may be to a repurchase policy that permits:

1. No repurchases; or
2. The new partial repurchase approach; or
3. Repurchase with the terminating employee receiving the entire repurchase value.

A forthcoming TIAA-CREF ERISA Bulletin will include proposed resolution wording for an institution's repurchase policy.

"Emergency" Repurchase. Under board authority, and using criteria applied uniformly to all requests, a committee of TIAA-CREF officers has considered repurchase requests that are not in the short-term category, but that involve exceptional circumstances. The committee has approved such requests for situations considered to be "drastic financial emergencies," and such repurchases have been made only with the approval of the contributing institution(s).

Upon the recommendation of TIAA-CREF officers, the TIAA and CREF boards have rescinded the authority for discretionary repurchases of any kind. These are some of the reasons for the change:

1. There are significant difficulties and uncertainties involved in applying uniform, objective criteria to the variety of situations considered emergencies by participants and their creditors. The exercise of discretion cannot be avoided.

2. Under ERISA, any discretionary repurchase practice would have to be an express part of each institution's Plan Document, Summary Plan Description, etc., with each institution setting forth its own stated policy toward such repurchases and the conditions for their approval. This policy and its conditions would have to be distributed by the institution to all plan participants and placed on file with the Federal Government.

3. ERISA makes every person who "has any discretionary authority or responsibility for the administration of the (retirement) plan" a fiduciary, and as such personally liable for any breach of plan duties. The Act also establishes penalties for violations of ERISA's fiduciary standards.

   This sweeping definition of fiduciary responsibility and the establishment of personal liabilities at all levels of plan management strongly suggest the elimination of any judgmental decisions by the institution or TIAA-CREF affecting an individual's eligibility to receive benefits.

In summary, the new, partial repurchase approach is now available to any participating institution reviewing its policy toward short-term repurchases for terminating employees. A forthcoming TIAA-CREF ERISA Bulletin will describe the ERISA requirements as they affect institutional repurchase policy. Requests for any repurchase not within the "automatic" category will no longer be considered, except for those few that are already in process.

Sincerely yours,

Francis A. Lewald

Vice President